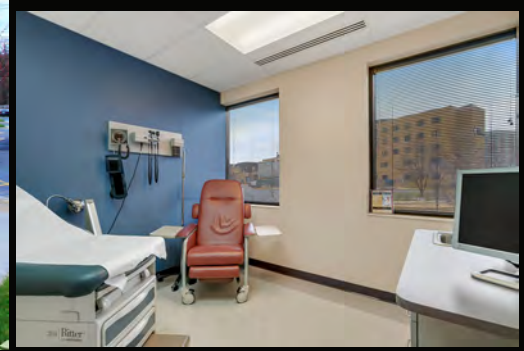


FOR SALE - \$1,170,920

3,208 SF Turnkey Medical Condo



1860 Town Center Dr #230, Reston, VA 20190

Strategically located and aggressively priced - Built in 2004, the property sits on the Reston Hospital campus. Owned and occupied by an internal medicine practice for 15 years, the space has 7 exam rooms with sinks and 4 offices, some of which might be converted into procedure rooms or additional exam rooms.

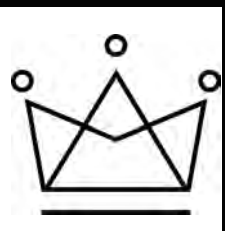
Medical professionals will benefit from the property's proximity to the hospital along with the free and ample parking (5.13 spaces/1,000 SF). Condo dues are \$7.95/SF; however, unlike most condo properties, they cover all utilities in addition to common area maintenance, repairs, and reserves. The condominium association reserves are well-funded and there is no deferred maintenance or scheduled special assessments. The property was appraised at \$1,100,000 in 2009 and, since then, average sales prices/SF in Reston have increased by 39.8% and market rents have increased by 18.1%. At the asking price, the cost of ownership is \$7.50/SF lower than the cost to lease comparable space. Furniture is available/included.

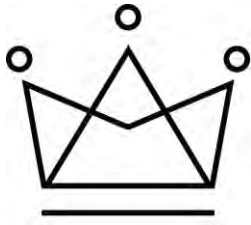


For more information please visit www.RealMarkets.com or contact Ryan Rauner, CCIM at Ryan@RealMarkets.com or 703-943-7079



This property is listed by Ryan Rauner, CCIM
Century 21 New Millennium, Ashburn, VA
Ryan Rauner holds an Associate Broker license in Virginia.

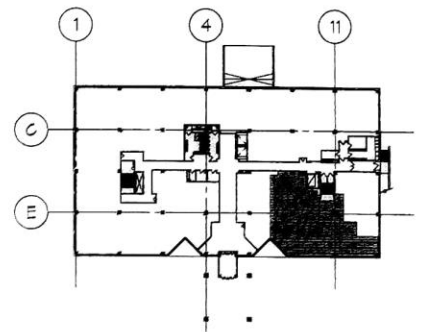
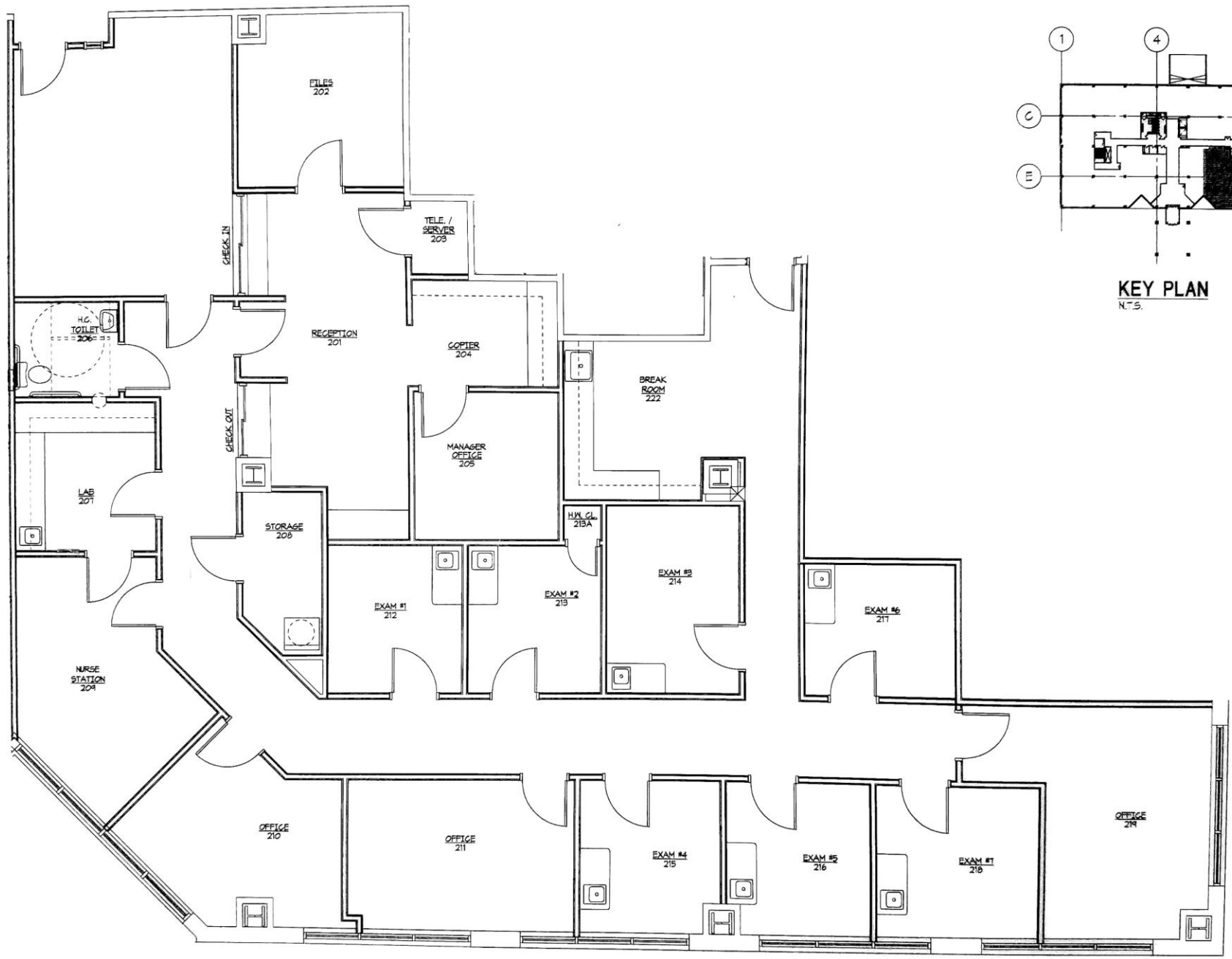




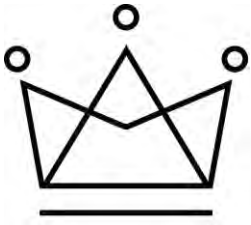
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Floor Plan

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KEY PLAN
N.T.S.



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Cost of Ownership vs. Lease Analysis

*If you have any questions, please contact
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1860 Town Center Dr, #230, Reston, VA 20190

Cost of Ownership vs. Lease Analysis

Basis	
Purchase Price	\$ 1,170,920.00
Plus Acquisition Costs	\$ 40,982.20
Original Basis	\$ 1,211,902.20

Mortgage Data	
	1st Mortgage
Amount	\$ 936,736.00
Interest Rate	4.0%
Amortization Period	20
Loan Term	5
Payments/Year	12
Periodic Payment	\$ 5,676.44
Annual Debt Service	\$ 68,117.00

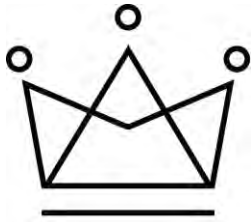
Cost Recovery Data	
	Improvements
Value	\$ 969,521.76
C.R. Method	Straight line
Useful Life	39

TAXABLE INCOME	
End of Year	1
= Net Operating Income	\$ -
- Interest - 1st Mortgage	\$ 36,901.27
- Cost Recovery (Improvements)	\$ 24,858.54
= Real Estate Taxable Income	\$ (61,759.81)
Tax Liability (Savings) at 21%	\$ (12,969.56)

CASH FLOW	
NET OPERATING INCOME	\$ -
- Annual Debt Service	\$ 68,117.00
= CASH FLOW BEFORE TAXES	\$ (68,117.00)
- Tax Liability (Savings)	\$ (12,969.56)
= CASH FLOW AFTER TAXES	\$ (55,147.44)

Square Feet	3,208	\$/SF
Cash Flow After Taxes	\$ 55,147.44	\$ 17.19
Condo Fees	\$ 25,503.60	\$ 7.95
Real Estate Taxes	\$ 17,195.20	\$ 5.36
Total Annual Payment	\$ 97,846.24	\$ 30.50
Market Rent	\$ 121,904.00	\$ 38.00

Net Savings	\$ 24,057.76	\$ 7.50	19.74%
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Appraisal August 2009

*If you have any questions, please contact
Ryan Rauner, CCIM at 703-943-7079 or ryan@realmarkets.com
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Appraisal Report

of

1860 Town Center Drive, Unit 230
Reston, VA 20190

Prepared for

IMNV Office, LLC

As of

Effective Date: August 18, 2009

Report Date: August 28, 2009

Myers Appraisal Service
106 South King Street
Leesburg, VA 20175
703-777-6543

Norman Myers, MAI

August 28, 2009

IMNV Office, LLC
Attn: Dr. Anne Rose Eapen
1860 Town Center Drive
Suite 230
Reston, VA 20190

Reference: Appraisal of 1860 Town Center Dr., Unit 230, Reston, VA 20190

Dear Dr. Eapen:

The following summary appraisal report is in response to your request. It is in conformance with the Appraisal Foundation's *Uniform Standards of Professional Appraisal Practice (USPAP)* and the Appraisal Institute's *Supplemental Standards of Professional Appraisal Practice and Code of Professional Ethics*. The purpose of the appraisal is to estimate the market value of the subject property for a partner buyout. The estimated market value of the subject property "As Is", as of August 18, 2009 is:

One Million One Hundred Thousand Dollars (\$1,100,000)

Despite the overall decline in some real estate markets over the past several years, medical office sales are steady throughout the Northern Virginia area (Fairfax, Loudoun and Winchester) and prices are stable.

The value reported is qualified by certain definitions, limiting conditions, and certifications which are set forth within the attached report. There are no other special limiting conditions. This appraisal does not include any inventory, goodwill, personal property or fixtures. This letter must remain attached to the report, which contains 42 pages plus related exhibits in order for the value opinion set forth to be considered valid. Myers Appraisal Service reserves the right to alter an opinion of value in light of the fact that information is withheld or undiscovered in the normal course of diligent research. Please do not hesitate to call 703-777-6543 if we can be of any further assistance.

Sincerely,



Norman I. Myers, MAI

SUMMARY OF IMPORTANT FACTS AND CONCLUSIONS

Ownership:	IMNV Office, LLC
Property Type:	Medical office condominium
Location:	1860 Town Center Dr., Unit 230, Reston, VA 20190
Date of Value Estimate:	August 18, 2009
Interest Appraised:	Fee Simple subject to condominium agreements and subject to a 99 year ground lease upon which the building is constructed.
Site Data:	Subject is part of a 4 story condominium project with access to Reston Hospital Center's parking garage
Improvements:	A 3,208 square foot corner office condominium unit located on the second floor of a central core building. The build out is good medical, including a waiting room, reception area with 2 workstations, 4 offices (3 physicians, 1 staff), 7 exam rooms, 1 lab room, break room/kitchenette, and 1 water closet.
Zoning:	PRC (Commercial/Industrial Development)
Highest and Best Use:	
As vacant	Office Condominiums
As improved	As improved
Prior Sale:	The subject was purchased by the current owners May 3, 2004 for \$817,999 and was purchased from the Reston Hospital Center LLC. Concessions or allowances of that sale have not been provided.
Agreements:	According to the client, there are discussions regarding a buyout of one of the members, which is the intended use of this report. There are no other options, listings, or agreements pertaining to the subject known to the appraiser.
Synopsis of Market Conditions and Trends:	
	The commercial markets are currently somewhat slow, but there are some transactions. The unemployment rate in Fairfax is 4.9% and the commercial vacancy rate is about 14.5% and rising.
Estimated Value:	\$1,100,000

PROPERTY IDENTIFICATION

The post office address of the subject is 1860 Town Center Dr., Unit 230. The current owner of the property is IMNV Office, LLC. The legal description is Parkway Medical Tower Condo Unit 230. The Parcel ID 0171 28 0230, which metes and bounds description is found in Deed Book 15996 page 1386. The Deed Book is located in the office of the Clerk of the Circuit Court for the County of Fairfax, in Fairfax, Virginia.

The property is located on Town Center Drive, east of Reston Parkway and west of Reston Parkway, ADC Map Book for Northern Virginia coordinates 6-A-2. The Metropolitan Statistical Area is number 47894, census tract 4822.

HISTORY OF PROPERTY

Sales History

The subject was purchased by the current owners May 3, 2004 for \$817,999. Concessions and allowances for that sale have not been provided.

History of Property

The subject's building was constructed in 2003.

Agreements

The subject has a pro rata undivided interest in the common elements of the condominium building. This includes the ground lease and access to the parking lot and parking garage owned by the landlord of the land lease, Reston Hospital Center LLC, adjacent to the building. An associate of Watermark Settlement reports that there is access to the parking areas and driveways per condominium documents recorded in Deed Book 14058, Page 699.

According to the client, there are discussions regarding a buyout of one of the members, which is the intended use of this report.

In order to qualify for a unit in the subject's project, the purchaser must be approved by the hospital and the owner and have hospital privileges. There are no other options, listings, or agreements pertaining to the subject known to the appraiser.

Exposure and Estimated Marketing Time

The subject has not been listed for sale on the any multiple listing systems. Based on the comparable sales, the estimated marketing period as of the effective date of the report is six to twelve months.

PROPERTY DESCRIPTION

Site Data and Analysis

- ◆ **Location:** The address of the subject is 1860 Town Center Drive, Suite 230, Reston, VA 20190. The subject's project is located in a corner location between Town Center Boulevard, Town Center Drive, and Dominion Parkway. Town Center Boulevard and Town Center Drive are multi lane paved streets on hospital property. It is about one mile from the Dulles Toll Road.
- ◆ **Site:** The building site is fully finished, level and rectangular. The parking ratio has not been calculated. See tax plat map of following page. (see tax plat map of following page).
- ◆ **Frontage:** The lot is basically rectangular. The subject's building is visible from Town Center Boulevard, Town Center Drive, Dominion Parkway, and the Fairfax County Parkway (Rt. 7100). Note that Town Center Boulevard is not visible on the tax plat on the following page. See tax map plat attached.
- ◆ **Access:** The subject has good visibility and access from Town Center Boulevard, which is just off of Town Center Drive, near the intersection of Dominion Parkway and the Fairfax County Parkway.
- ◆ **Topography:** The site is generally level.
- ◆ **Soils:** Soils appear adequate and typical for the area and present no known building constraints.
- ◆ **Utilities:** The site is serviced by public sewer and water from the Fairfax County. Natural gas, electricity and telephone are connected to the improvements.
- ◆ **Easements:** There are no detrimental easements or other factors noted on the plat or the property of which we are aware.
- ◆ **Flood plain:** Flood information from FIRM maps is Zone X, Map 5155250050D dated 3/5/1990. There is no 100 year flood plain on the subject.
- ◆ **Units of Comparison:** Tax assessors, real estate agents, land planners, and civil engineers typically refer to lot size in the subject's area by square feet.

- ♦ **Environmental Assessment:** The appraiser was not provided an environmental report. It should be noted that while the appraiser is trained in the valuation of real property, he/she is not qualified to perform an inspection of the improvements or site with the same expertise of an engineer, surveyor, structural engineer or environmental specialist. Based on the general knowledge of the area and on the inspection of the subject property, there are no other known detrimental environmental conditions.

- ♦ **Zoning:** The subject property is zoned Fairfax PRC, Planned Residential Community (Commercial/Industrial). PRC allows a variety of uses to include residential, commercial, institutional, and community uses as part of a larger planned community development plan.

Conclusion: The subject's site is in a good location with good proximity to Reston Hospital Center with good visibility from Reston Hospital Center, the Dominion Parkway and the Fairfax County Parkway (Rt. 7100).

Description of Improvements

Overview: The subject is a masonry condominium building. The project is occupied by professional tenants and/or owner/users who have medical privileges with Reston Hospital Center. The improvements are in good condition. The shared parking is adequate. Photographs and other exhibits pertaining to the subject are included in Appendix 2.

- ◆ Type of Construction: Four story masonry condominium brick building (not including ground floor) built in 2003
- ◆ Foundation: Masonry foundation
- ◆ Gross Building Area: 3,208 square foot condominium unit
- ◆ Roof: Not visible; rubber membrane according to tax records
- ◆ Doors & Windows: Wood doors and large windows, provide good light
- ◆ Plumbing: 1 water closet, lab and exam rooms and break room have 1 sink each (9 total)
- ◆ Sprinkler: Wet
- ◆ Electrical: Appears adequate for office use
- ◆ Insulation: Assumed standard insulation in roof and walls
- ◆ HVAC: Forced air gas furnaces
- ◆ Office Finish: 3,208 square feet with wood, vinyl and carpet over slab, gypsum board walls, 2' x 2' suspended acoustic ceiling, lay-in fluorescent light fixtures, recessed lighting, Formica surfaces, 1 water closet, 4 offices, 7 exam rooms, 1 lab, break room, reception, waiting and billing areas.
- ◆ Age: Project - 6 years

Assessment and Real Estate Taxes

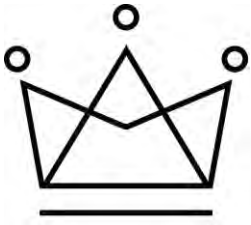
The subject property's real estate tax assessments are shown below:

Tax Assessments							
Year	Unit	Land	Improv.	Total	Building Area in sf	Assesment \$/ sf	Taxes
2009	230	208,520	834,080	1,042,600	3,208	325.00	13,137

The Fairfax County tax rate for 2009 is \$1.04/\$100. The Dulles Rail Phase I Transportation Improvement District pays an extra \$0.22/\$100 toward construction of the new Silver Line Metrorail extension. The 2009 taxes are estimated to be, \$13,137.

Conclusion

The subject improvements are in good condition and typical of other units in the project. There is no significant deferred maintenance. The subject's project has been designed to provide offices to doctors who have privileges at Reston Hospital Center. The subject's proximity to the hospital will continue to attract doctors/specialists who require medical build out.



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Market Analytics & Valuation

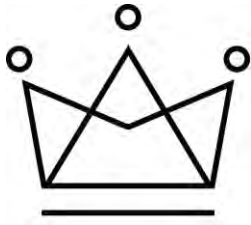
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Reston Office Market Analytics

2009 - 2020

Period	Vacancy Rate	Availability Rate	Market Rent/SF	Annual Rent Growth	Net Absorption SF	Sales Volume	Market Sale Price/SF
YTD	12.6%	17.0%	\$33.89	2.0%	(188,662)	\$281,716,555	\$288
2019	12.7%	17.4%	\$33.85	1.9%	(211,823)	\$282,141,555	\$287
2018	11.6%	18.4%	\$33.21	3.1%	136,245	\$308,835,409	\$291
2017	12.3%	17.0%	\$32.20	1.9%	158,795	\$10,366,058	\$283
2016	11.8%	17.6%	\$31.61	4.3%	288,072	\$172,941,523	\$291
2015	13.2%	18.4%	\$30.30	3.0%	229,831	\$436,022,398	\$295
2014	14.0%	20.8%	\$29.42	1.9%	182,216	\$698,797,898	\$288
2013	14.1%	20.0%	\$28.86	0.3%	501,314	\$61,183,342	\$278
2012	16.6%	20.6%	\$28.77	0.7%	(83,840)	\$421,524,187	\$267
2011	16.2%	19.3%	\$28.56	0.0%	(42,351)	\$349,082,540	\$271
2010	16.0%	22.5%	\$28.57	-0.5%	(217,855)	\$45,164,073	\$239
2009	14.9%	20.3%	\$28.70	-7.6%	380,494	\$108,475,731	\$206

11-Year Rent Growth	18.08%
11-Year Sale Price/SF Growth	39.81%
2009 Appraised Value	\$ 1,100,000.00
2009 Value x Growth Rate	\$ 1,537,910.00
Minus Depreciation (Est)	\$ 210,000.00
2020 Value	\$ 1,327,910.00



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Photographs

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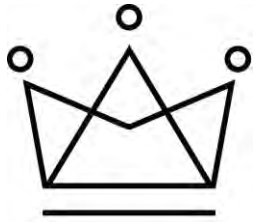












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Special Use Restrictions

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Regulations which may be promulgated and amended from time to time by the Board of Directors. Copies of the Rules and Regulations shall be furnished by the Board of Directors to each Unit Owner. Amendments to the Rules and Regulations shall be conspicuously posted prior to the time when the same shall become effective and copies thereof shall be furnished to each Unit Owner upon request.

ARTICLE VI

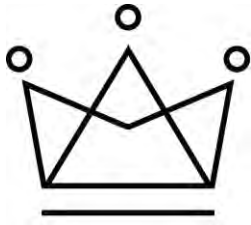
SPECIAL USE RESTRICTIONS

Section 1. In accordance with Article II of the Restrictions, each Unit in the Condominium shall be occupied and used as follows:

(a) The use of each Unit shall be limited to the occupancy, management, leasing, maintenance and operation of offices for Physicians to engage in the practice of medicine for the care and treatment of human beings and other related activities incidental thereto, and for no other purpose without the prior written consent of Hospital Land Owner, which consent may be granted or denied in Hospital Land Owner's sole and absolute discretion. However, up to ten percent (10%) of the usable area of the Building ("Non-Physician Limit") may be occupied for uses other than those permitted above in the first sentence of this Article VI, Section 1(a) provided such uses do not violate the restrictions set forth in Article VI, Sections 1(b) and (c) below. The Non-Physician Limit space shall be located only in the Units owned by the Unit Owner that owns units to which more than 51% of the undivided interests in the common elements of the Condominium appertain.

(b) Notwithstanding anything to the contrary set forth in Article VI, Section 1(a) above, or Article VI, Section 2 below, in no event shall any Unit or any part thereof be used for the following activities without the prior written consent of Hospital Land Owner, which consent may be granted or denied in Hospital Land Owner's sole and absolute discretion: (i) as a Hospital Facility, a rehabilitation center, an extended care facility or nursing home, an outpatient or inpatient surgery or surgical center, an oncology center, an emergency center, a birthing center or an inhalation, respiratory or physical therapy center; or (ii) for the provision of any Ancillary Medical Care Services or the operation of a facility in which any Ancillary Medical Care Services are provided; in each case, except as expressly permitted below in Article VI, Section 1(c) below.

(c) Notwithstanding the foregoing, however, nothing in Article VI, Section 1(b) shall prohibit or limit the provision or conduct of Ancillary Medical Care Services by a Physician or other health care professional under the supervision of a Physician to such Physician's own patients in such Physician's own office, provided that (i) such Ancillary Medical Care Services (A) are the kind and type usually and customarily provided by a Physician to such Physician's patients in his own offices and (B) are ancillary and incidental to such Physician's primary medical practice and (ii) the patients for whom such Ancillary Medical Care Services are performed are not referred to such Physician primarily for the purpose of obtaining such Ancillary Medical Care Services (except to the extent that performance of such Ancillary Medical Care Services pursuant to referrals made primarily for such purpose are no more than an



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County Records

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MAP #: 0171 28 0230
IMNV OFFICE LLC

1860 TOWN CENTER DR

Owner

Name IMNV OFFICE LLC,
Mailing Address 1860 TOWN CENTER DR STE 230 RESTON VA 20190
Book 15996
Page 1386

Parcel

Property Location 1860 TOWN CENTER DR STE 230 RESTON VA 20190
Map # 0171 28 0230
Tax District 1T5RW
District Name HUNTER MILL DIST#5 TRAN RAIL WEST RESTON
Land Use Code Condominium Medical (< = 4 stories)
Land Area (acreage) 0
Land Area (SQFT)
Zoning Description PRC(Commercial/Industrial Dev)
Utilities WATER CONNECTED
SEWER CONNECTED
GAS CONNECTED
County Inventory of Historic Sites NO
County Historic Overlay District NO
For further information about the Fairfax County Historic Overlay Districts, [CLICK HERE](#)
For properties within the towns of Herndon, Vienna or Clifton please contact the town to determine if the property is within a town historic district.
Street/Road PAVED
Site Description COMM CONDO LOCATION RANK 1D

Legal Description

Legal Description PARKWAY MEDICAL TOWER CONDO
UNIT 230

Sales History

Date	Amount	Seller	Buyer
05/03/2004	\$817,999	RESTON HOSPITAL CENTER LLC	IMNV OFFICE LLC

Sales

Date 05/03/2004
Amount \$817,999
Seller RESTON HOSPITAL CENTER LLC
Buyer IMNV OFFICE LLC
Notes Valid and verified sale
Deed Book and Page 15996-1386
Additional Notes

Values

Tax Year 2019
Current Land \$218,140
Current Building \$872,580
Current Assessed Total \$1,090,720
Tax Exempt NO
Note

Values History

Tax Year	Land	Building	Assessed Total	Tax Exempt
2018	\$218,140	\$872,580	\$1,090,720	NO
2017	\$218,140	\$872,580	\$1,090,720	NO
2016	\$194,400	\$777,620	\$972,020	NO
2015	\$194,400	\$777,620	\$972,020	NO
2014	\$189,270	\$757,090	\$946,360	NO
2013	\$189,270	\$757,090	\$946,360	NO
2012	\$197,610	\$790,450	\$988,060	NO
2011	\$208,520	\$834,080	\$1,042,600	NO
2010	\$208,520	\$834,080	\$1,042,600	NO
2009	\$208,520	\$834,080	\$1,042,600	NO
2008	\$208,520	\$834,080	\$1,042,600	NO
2007	\$208,520	\$834,080	\$1,042,600	NO
2006	\$160,400	\$641,600	\$802,000	NO
2005	\$156,600	\$626,150	\$782,750	NO

Commercial Condo

Property Name PARKWAY MEDICAL TOWER CONDO
Year Built 2003
Gross Floor Area 3208
Units (if applicable)
Stories 1
Construction Type Metal/Steel Frame
Exterior Walls Brick/Insulite
Roof Rubber Membrane
Floor Vinyl Tile

General Information

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If you believe any data provided is inaccurate or if you have any comments about this site, we would like to hear from you. Owner names will be withheld from the Internet record upon request. Comments or requests may be made via e-mail to the Real Estate Division at [Real Estate Division](#) or by phone at (703) 222-8234.

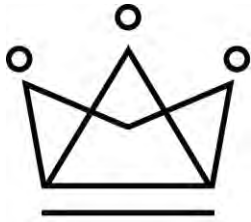
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Last Refresh

Date

Data last refreshed: 08/Oct/2019 DB:PORA34CUR

Source: Fairfax County Department
of Tax Administration, Real Estate Division.



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Condominium Documents

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This document was prepared by
Lucia Anna Trigiani, Attorney at Law
Troutman Sanders LLP
1660 International Drive, Suite 600
McLean, Virginia 22102-3805

Tax Map 017-1-01-0003H1

**DECLARATION
OF
PARKWAY MEDICAL TOWER CONDOMINIUM**

THIS DECLARATION OF PARKWAY MEDICAL TOWER CONDOMINIUM, dated as of the 6th day of February, 2004, by **MEDICAL OFFICE BUILDINGS OF RESTON, LLC**, a Delaware limited liability company (which, with its successors as developers of the real estate described in Exhibit A-1 hereto, is hereinafter referred to as "Declarant"), provides:

RECITALS:

Pursuant to that certain Ground Lease (as hereinafter defined), Declarant is the ground lessee of certain real estate situated in the County of Fairfax, Virginia, as more particularly described in Exhibit A-1 hereto and incorporated herein by reference, and desires to create thereon a condominium regime by submitting such property (the "Property") to the provisions of Chapter 4.2 of Title 55 of the Code of Virginia of 1950, as amended, Va. Code Ann. Sections 55-79.39. et seq. (hereinafter referred to as the "Act"). Each reference in the Condominium Instruments (as hereinafter defined) to a particular section of the Act shall be deemed to be a reference to the statute in effect on the date of recordation of the instrument, except where the context clearly indicates a contrary intent.

Declarant has deemed it desirable to establish a means whereby the Unit Owners (as hereinafter defined), acting together, may manage, maintain and improve the Condominium under the name of Parkway Medical Tower Condominium Unit Owners Association (hereinafter referred to as the "Association").

NOW, THEREFORE, pursuant to the Act, Declarant hereby declares that Declarant's interest in the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1. "Act" means the Virginia Condominium Act, Chapter 4.2 of Title 55 of the Code of Virginia of 1950, as amended, Va. Code Ann. Sections 55-79.39 *et seq.*

Section 2. "Ancillary Medical Care Service or Facility" means the provision of any medical or related service to or for any person that is in addition to the examination and diagnosis of patients performed directly by a Physician(s) (as herein defined) or by other health

care professionals either independently licensed or under the direct supervision of a Physician(s) (as herein defined), including but not limited to the following procedures, services and facilities: (1) any form of testing for diagnostic or therapeutic purposes; (2) provision or operation of a laboratory (including, without limitation, a pathology laboratory or a clinical laboratory); (3) diagnostic imaging services (which include, without limitation, the following testing facilities: fluoroscopy, x-ray, plane film radiography, CT, ultrasound, radiation therapy, mammography and breast diagnostics, nuclear medicine testing and MRI; and (4) physical therapy services or respiratory therapy services.

Section 3. "Association" means the unincorporated Association named Parkway Medical Tower Condominium Unit Owners Association, of which all Unit Owners shall be members and which shall operate and manage the Condominium.

Section 4. "Board of Directors" means the governing body or executive organ of the Association.

Section 5. "Building" means the five (5) -floor building containing approximately 117,000 net usable square feet located on the real estate described in Exhibit A-1 attached hereto and incorporated herein by reference.

Section 6. "Bylaws" means the Bylaws of the Association, as the same may be amended from time to time. A copy of the Bylaws is attached hereto as Exhibit C and incorporated herein by reference.

Section 7. "Closure Notice" shall have the meaning set forth in Article VI, Section 5(a).

Section 8. "Common Elements" shall have the meaning set forth in Section 55-79.41 of the Act.

Section 9. "Common Expenses" shall have the meaning set forth in Section 55-79.41 of the Act and shall include, but not be limited to, amounts payable by the Association on behalf of the owners of the Condominium Units under the Restrictions (hereinafter defined), this Declaration (hereinafter defined), the Ground Lease (hereinafter defined) and any other restrictions affecting the Property.

Section 10. "Condominium" means the real estate and any incidents thereto or interests therein from time to time submitted to the Act pursuant to the Declaration.

Section 11. "Condominium Instruments" means the documents described in Section 55-79.41 of the Act.

Section 12. "Condominium Unit" shall have the meaning set forth in Section 55-79.41 of the Act.

Section 13. "Convertible Space" shall have the meaning set forth in Section 55-79.41 of the Act, including space located on the first and second floors of the Building as shown on the Plans attached hereto as Exhibit A-3 (the "Plans") and which may be converted into one or more Units and common elements.

Section 14. "CT" means computerized tomography.

Section 15. "Declarant" means Medical Office Buildings of Reston, LLC and its successors and assigns as developers of the real estate described in Exhibit A-1 attached hereto and incorporated herein by reference.

Section 16. "Declarant Control Period" means the period prior to the earlier of (i) the date on which Units to which seventy-five percent or more of the aggregate Common Element Interests appertain have been conveyed to Unit Owners other than the Declarant or (ii) two years after the date of the first conveyance of a Unit to a Unit Owner other than the Declarant (the maximum time period permitted by Section 55-79.74 A of the Act).

Section 17. "Declaration" means this instrument, as the same may be amended from time to time.

Section 18. "Ground Lease" means that certain Ground Lease by and between Reston Hospital Center, LLC as landlord and Medical Office Buildings of Reston, LLC as tenant, a memorandum of which was recorded on March 3, 2003 in Deed Book 14058 at Page 769 among the land records of Fairfax County, Virginia.

Section 19. "Hospital" means the Hospital Facility that may now or hereafter be located on Hospital Land (as defined in the Restrictions).

Section 20. "Hospital Facility" means a general acute care hospital, medical hospital, specialty hospital or other health care facility providing either inpatient or outpatient services or facilities, which services or facilities are substantially the same as the inpatient or outpatient services provided in a general acute care hospital, specialty hospital or medical hospital.

Section 21. "Hospital Land Owner" means each person or entity that is the "Hospital Land Owner" as defined and determined by the Restrictions for purposes of Article II thereof. As of the date of this Declaration, Reston Hospital Center, LLC is the Hospital Land Owner.

Section 22. "Hospital Operator" means the operator of the Hospital from time to time, which, on the date hereof, is Reston Hospital Center, LLC.

Section 23. "Hospital Property" means the Hospital Land (as defined in the Restrictions) and the Hospital located thereon and all buildings and improvements now or hereafter located on the Hospital Land.

Section 24. "Limited Common Elements" shall have the meaning set forth in Section 55-79.41 of the Act.

Section 25. "Mortgage" means each mortgage or deed of trust which is recorded among the land records of Fairfax County, Virginia securing payment of any indebtedness and which encumbers all or any part of a Unit, or any interest therein.

Section 26. "Mortgagee" means the holder of a note secured by a Mortgage encumbering a Unit.

Section 27. "MRI" means magnetic resonance imaging.

Section 28. "Percentage Interest" means the respective percentage interest appurtenant to each Unit and representing that Unit's interest in Common Elements and liability for Common Expenses. The Percentage Interest appurtenant to each Unit is set forth in Exhibit C attached hereto and incorporated herein by this reference.

Section 29. "Physicians" means (i) physicians and (ii) other health care practitioners, so long as such other health care practitioners would qualify for membership on the staff of the Hospital in accordance with the criteria established from time to time by the Hospital Land Owner for non-physician health care practitioner-members of its medical or allied healthcare staff, provided that the foregoing definition shall not operate to require such other health care practitioners to actually be or become members of the Hospital's staff.

Section 30. "Precluded Transferee" means any person or entity (or such person's or entity's affiliate)(excluding Hospital Land Owner) that has a controlling financial interest in an acute care hospital located within twenty (20) miles of the Building.

Section 31. "Property" means the ground lease estate conveyed by the Hospital Owner to the Declarant pursuant to the Ground Lease, being the same tract or parcel of land described in Exhibit A-1 attached hereto and incorporated herein by reference, subject to the encumbrances therein described.

Section 32. "Restrictions" means the Declaration of Covenants, Restrictions and Easements made by Reston Hospital Center, LLC, recorded March 3, 2003, among the land records of Fairfax County, Virginia in Deed Book 14058, Page 699.

Section 33. "Restriction Period" shall have the meaning set forth in the Restrictions.

Section 34. "Rules and Regulations" shall mean the rules and regulations from time to time adopted by the Board of Directors pursuant to the Bylaws.

Section 35. "Unit" shall have the meaning set forth in Section 55-79.41 of the Act. The boundaries of each Unit are more particularly described in Section 2 of Article II hereof.

Section 36. "Unit Owner" shall mean the fee simple owner of a Unit including Declarant as to Condominium Units owned by Declarant and including contract sellers, but excluding contract purchasers and those holding title merely as security for the performance of

an obligation.

Section 37. "Utilities" means the provision of water and sewerage services, gas and electricity to Units by the Association to the Units located on the first through fourth floors of the Building.

ARTICLE II

CREATION OF THE CONDOMINIUM

Section 1. Declarant does hereby submit its estate in the Property, as more particularly described in Exhibit A-1 attached hereto and incorporated herein by reference to the provisions of the Act with the purpose and intent to create a condominium regime with respect thereto. The name of the Condominium shall be "Parkway Medical Tower Condominium."

Section 2. The boundaries of each Unit shall be as follows:

(a) The lower boundary of each Unit shall be a horizontal plane or planes, the elevation of which coincides with the elevation of the upper surface of the concrete slab extended to intersect with the vertical or perimetric boundaries thereof, including all finished floor material.

(b) The upper boundary of each Unit shall be a plane or planes, the elevation of which coincides with the upper surface of the finished ceiling of each Unit in all Units where such finished ceilings have been installed. As to Units in which finished ceilings have not been installed, the boundary shall be a plane coinciding with a point eight (8) feet from the lower boundary of the Unit until such ceiling materials are installed at which time the boundary shall be as indicated herein. No Unit shall include any element of the roof or roof support structures of the Building.

(c) The vertical or perimetric boundaries of any Unit, in the case of perimetric boundaries coinciding with an exterior wall of the Building, shall be vertical planes which coincide with the interior face of exterior glazing. In the case of perimetric boundaries coinciding with a corridor, such perimetric boundaries extend to the centerline of such corridor walls. Any perimetric boundaries of Units not coinciding with the exterior walls of the Building or a corridor shall consist of vertical planes at the locations designated on the plans attached as Exhibit A-3 attached hereto and incorporated herein by reference. Upon construction of a party wall between two (2) Units, the boundary between such Units shall be deemed to be the plane that coincides with the centerline of such party wall.

(d) It is understood that all doors and windows in such walls, and all lath, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint and other materials constituting any part of the finished surface thereof, shall be a part of the Unit.

(e) Except as may be otherwise expressly provided, a Unit shall include the items specified as being part of a Unit in Section 55-79.50(b) through (d) of the Act.

Section 3. Except as may be otherwise expressly provided, the items specified in Section 55-79.50(e) of the Act and the roof vents and air conditioning units as shown on the Plans shall be Limited Common Elements appertaining to the single Unit which they serve. Except as permitted under Article VII, and Section 55-79.62 of the Act, and except for locating air conditioning units as shown on the Plans, no Common Elements shall be subsequently assigned as Limited Common Elements.

Section 4. Each Unit will be allocated an undivided interest in the Common Elements in accordance with that Unit's respective Percentage Interest (which Percentage Interest will be calculated on the basis of square footage of Units) as set forth in Exhibit C hereto and as may be amended pursuant to Articles VII, VIII, and IX hereof.

Section 5. Attached hereto as Exhibit A-2 is a plat of survey certified by a registered land surveyor (as to accuracy and compliance with the provisions of Section 55-79.58 A of the Act showing the location and dimensions of the real estate comprising the Condominium, the location and dimensions of the existing improvements, the intended location and dimensions of any contemplated improvements (if any), and the location and dimensions of all easements appurtenant to the Condominium and, to the extent feasible, all easements to which the Condominium is subject.

Section 6. Attached hereto as Exhibit A-3 are plans certified by a registered architect or registered engineer as to accuracy and compliance with Section 55-79.58 B and E of the Act of every structure which contains or constitutes all or part of any Unit or Units, and which is located on the Condominium. The plans also show the horizontal and vertical boundaries and the identifying numbers of the Units thus depicted, the Convertible Space, and to the extent required by the Act, the Limited Common Elements described in Section 3 above.

ARTICLE III

EASEMENTS AND RESERVED RIGHTS

Section 1. Easements for encroachments are hereby reserved pursuant to Section 55-79.60 of the Act.

Section 2. Declarant reserves for itself and its duly authorized agents, representatives and employees the right to maintain sales offices and/or model units in any Unit owned by Declarant that may now or hereafter be a part of the Condominium, and the right to relocate the same from time to time to any other Unit owned by Declarant and the maintenance of such a Unit shall not be deemed a violation of the use and occupancy restrictions contained herein and shall be used only by agents of the Declarant.

Section 3. Each Unit shall have an easement for subjacent and latent support vis a vis the other Units and Common Elements.

Section 4. Any Unit Owner of adjoining Units may, at his expense and with the prior written consent of Board of Directors of the Association, create openings between such adjoining Units through the Common Elements so long as the safety of the Building is not impaired. Any such construction shall be accomplished in accordance with all applicable laws and ordinances.

Section 5. The Association and its designees are granted an easement through all Units for the purpose of any access to Common Elements, and for the purpose of inspecting, maintaining, replacing, upgrading or supplementing the Common Elements; provided, however, that the Association shall repair or replace any damage to a Unit caused by its exercise of rights hereunder.

Section 6. Nothing contained in any of the Condominium Instruments shall be deemed to impose upon Declarant any obligation of any nature to build, construct or provide any improvements, except to the extent expressly required herein or in the Act.

ARTICLE IV

RELOCATION OF UNIT BOUNDARIES; SUBDIVISION

Section 1. Boundaries of adjoining Units may be relocated in accordance with Section 55-79.69 of the Act; provided, however, that the prior written consent of any Mortgagee(s) of the Units involved shall be required to permit such relocation.

Section 2. Relocation of boundaries between units and subdivision of units is permitted subject to compliance with Sections 55-79.69 and with 55-79.70 of the Act; provided, however, that the prior written consent of any Mortgagee(s) of the Unit to be subdivided and the Board of Directors shall be required to permit such subdivision. The Board of Directors may condition approval upon such additional requirements as they may impose as a condition of such approval, including, but not limited to, minimum Unit size requirements, architectural and engineering plans, maintenance of liability insurance during construction, performance and payment bonds, and such other reasonable and lawful requirements as it may elect to impose, the expense of which shall be borne by the affected Unit Owners. Notwithstanding the foregoing, the consent of the Board of Directors shall not be required in subdivisions of any Units owned by Declarant.

Section 3. The Declarant shall have the right to operate any space the Declarant may own (whether convertible space or unit) as a rental project with any permissible commercial uses. The Declarant may establish and maintain all offices, signs and other accoutrements normally used in the operation of such rental properties in the sole discretion of the Declarant. The Declarant may, in the sole discretion of the Declarant, lease portions of any convertible space so long as the Declarant pays the expenses attributable to such rental operation. Such operations shall be for the benefit of the Declarant and neither the Association nor any unit owner (other than the Declarant) shall have any right or interest in the profits or losses thereof.

ARTICLE V

GENERAL RESTRICTIONS

Section 1. Each Unit in the Condominium shall be occupied and used in accordance with the following general restrictions:

(a) Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance for the Condominium without the prior written consent of the Board of Directors. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the Condominium or any part thereof or which would be in violation of any law, regulation or administrative ruling. No waste will be committed in the Common Elements.

(b) No immoral, improper, offensive or unlawful use shall be made of the Condominium or any part thereof, and all laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof relating to any portion of the Condominium shall be complied with, by and at the sole expense of the Unit Owner or the Association, whichever shall have the obligation to maintain or repair such portion of the Condominium, and, if the latter, then the cost of such compliance shall be a Common Expense.

(c) No Unit Owner shall obstruct any of the Common Elements, nor shall any Unit Owner store anything upon any of the Common Elements (except in those areas, if any, designated for such storage by the Board of Directors) without the approval of the Board of Directors. Vehicular parking may be regulated or assigned by the Association to the extent not inconsistent with the Restrictions and to the extent not inconsistent with the rights of third parties (or the ownership rights of Unit Owners). Nothing shall be altered or constructed in or removed from the Common Elements except with the prior written consent of the Board of Directors.

(d) The Common Elements shall be used only for the furnishing of the services and facilities for which the same are reasonably suited and which are incident to the use and occupancy of the Units.

(e) Except for such signs as may be posted by the Declarant for promotional or marketing purposes and traffic control, no signs, posters or advertisements of any character shall be erected, posted or displayed upon, in, from or about any Unit or Common Element, except as authorized by the Board of Directors or by the Rules and Regulations. The Board of Directors shall be required to adopt a uniform system of signage for the Unit Owners.

(f) Any utilities purchased by the Association for the Common Elements and the Utilities provided by the Association will be included in the Unit Owner's assessment; provided that utilities for the basement or cellar floor shall be separately supplied and metered to be paid by the occupant thereof directly to the prospective utility provider. Other utilities serving a Unit

shall be purchased by the Unit Owner from the appropriate utility company or governmental entity supplying same. The Owner of the Unit or Units comprising the basement or cellar floor shall be solely responsible for any utility costs in relation thereto.

(g) A Unit Owner may lease his Unit for the same purposes set forth herein, provided such lease transaction is in accordance with provisions of Article VI. Such Unit Owner's lease shall also be subject to the Condominium Instruments. A copy of such Lease shall be filed with the Association.

(h) No Unit Owner shall make structural alterations or modifications to his Unit or to any of the Common Elements and Limited Common Elements, including, but not limited to, the erection of antennas, aerials, awnings, the placement of any reflective or other material in the windows of the Unit, or other exterior attachments, without the prior written approval of the Association. The Association shall not approve any alterations, decorations or modifications which would jeopardize or impair the soundness, safety or appearance of the Condominium.

(i) Each Unit Owner shall maintain his Unit in a clean, safe and sanitary condition. Each Unit Owner shall also use due care to avoid damaging any of the Common Elements and Limited Common Elements or any other Unit, and each Unit Owner shall be responsible for his negligence or misuse of any of the Common Elements and Limited Common Elements or of his own facilities resulting in damage to the Common Elements and Limited Common Elements or any other Unit, to the extent not covered by insurance maintained by the Association.

(j) The Association or its agents and the Hospital Land Owner pursuant to the terms of the Restrictions shall have access to each Unit from time to time during reasonable working hours, upon notice to its Unit Owner, as may be necessary for the maintenance, repair or replacement of any of the Limited Common Elements, the Common Elements or for such work on the Units. The Association or its agent and the Hospital Land Owner pursuant to the terms of the Restrictions shall also have access to each Unit at all times without notice as may be necessary to make emergency repairs to prevent damage to the Limited Common Elements, the Common Elements or to another Unit. The Association shall use reasonable efforts to notify each Unit Owner of its entry after accessing a Unit for emergency repairs. If requested by the Association, each Unit Owner shall furnish to the Association a duplicate key to the entrance door to his Unit and shall furnish a new duplicate key upon any change of locks thereto.

(k) Except in strict compliance with all applicable local, state and federal laws, rules, regulations and ordinances (whether now existing or hereafter enacted or promulgated), including, without limitation, "Applicable Environmental Law" (as hereinafter defined), no Unit Owner shall: (i) bring, keep or use, and shall not permit any of its employees, contractors, or permittees to bring, keep or use, any "Hazardous Material" (as hereinafter defined) in or about the Condominium, except to the extent that any of the foregoing is incidental to the use of the Unit Owner's Unit as permitted under this Declaration; (ii) use radiation, x-ray or magnetic imaging devices, in his or her Unit or on the Common Elements. Each Unit Owner at all times shall properly store and dispose of all medical waste and in no event shall hazardous medical waste be disposed of in the Condominium plumbing facilities or conventional waste disposal facilities. Each Unit Owner shall indemnify, save harmless and defend the Association, the other

Unit Owners and their employees, guests and permittees from and against any and all claims (including, without limitation, third party claims for personal injury or real or personal property damage), actions, administrative proceedings (including informal proceedings), judgments, damages, punitive damages, penalties, fines, costs, liabilities, obligations, demands, defenses, judgments, suits, proceedings, interest, losses (including, without limitation, any sums paid in settlement of claims, attorney's fees, consultant fees, expert fees and any fees and expenses incurred in enforcing this indemnity), costs, disbursements or expenses of any kind or of any nature whatsoever incurred by, sought from or asserted directly or indirectly against the other party as a result of any breach by a Unit Owner of its obligations under this Article V, Section 1(k). The foregoing indemnity shall include, without limitation, (A) the costs of removal of any and all Hazardous Materials from the Condominium, (B) all additional costs reasonably required to take necessary precautions to protect against the release of Hazardous Materials on, in, under or affecting the Condominium, as applicable, into the air, any body of water, any other public domain or any surrounding areas, and (C) any costs incurred to comply with all applicable laws, orders, judgments and regulations with respect to Hazardous Materials. Each Unit Owner shall assume, pursuant to the foregoing indemnity, any liabilities or responsibilities which are assessed against the Association or another innocent Unit Owner in any action described under this Article V, Section 1(k).

As used in this Article V, Section 1(k), the term "Hazardous Materials" shall mean asbestos, polychlorinated biphenyls, petroleum products, radioactive materials, leaded paint, medical or infectious wastes or any chemicals, materials, wastes or substances which are defined, determined, listed or identified as hazardous, toxic or dangerous in or regulated by or under or the exposure to which is prohibited, limited or regulated by or under any federal, state, regional, county or local laws, code, ordinance, rules, regulations or decrees (whether now existing or hereafter enacted or promulgated) (including, without limitation, Applicable Environmental Law) or any judicial or administrative interpretation of any thereof, including any judicial or administrative orders or judgments.

As used herein, the term "Applicable Environmental Law" shall include the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901 et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Clean Air Act, 42 U.S.C. § 7401 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., and the Safe Drinking Water Act, 42 U.S.C. § 300f through 300j-26, as such Acts have been or are hereafter amended from time to time; any so called superfund or superlien law; and any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material as now or any time hereafter in effect.

The obligations, agreements and indemnities of Unit Owner set forth in this Article V, Section 1(k) shall survive the expiration or termination of this Declaration.

Section 2. Each Unit and the Common Elements shall be occupied and used in compliance with the Act, the Bylaws, the Ground Lease, the Restrictions and such Rules and

Regulations which may be promulgated and amended from time to time by the Board of Directors. Copies of the Rules and Regulations shall be furnished by the Board of Directors to each Unit Owner. Amendments to the Rules and Regulations shall be conspicuously posted prior to the time when the same shall become effective and copies thereof shall be furnished to each Unit Owner upon request.

ARTICLE VI

SPECIAL USE RESTRICTIONS

Section 1. In accordance with Article II of the Restrictions, each Unit in the Condominium shall be occupied and used as follows:

(a) The use of each Unit shall be limited to the occupancy, management, leasing, maintenance and operation of offices for Physicians to engage in the practice of medicine for the care and treatment of human beings and other related activities incidental thereto, and for no other purpose without the prior written consent of Hospital Land Owner, which consent may be granted or denied in Hospital Land Owner's sole and absolute discretion. However, up to ten percent (10%) of the usable area of the Building ("Non-Physician Limit") may be occupied for uses other than those permitted above in the first sentence of this Article VI, Section 1(a) provided such uses do not violate the restrictions set forth in Article VI, Sections 1(b) and (c) below. The Non-Physician Limit space shall be located only in the Units owned by the Unit Owner that owns units to which more than 51% of the undivided interests in the common elements of the Condominium appertain.

(b) Notwithstanding anything to the contrary set forth in Article VI, Section 1(a) above, or Article VI, Section 2 below, in no event shall any Unit or any part thereof be used for the following activities without the prior written consent of Hospital Land Owner, which consent may be granted or denied in Hospital Land Owner's sole and absolute discretion: (i) as a Hospital Facility, a rehabilitation center, an extended care facility or nursing home, an outpatient or inpatient surgery or surgical center, an oncology center, an emergency center, a birthing center or an inhalation, respiratory or physical therapy center; or (ii) for the provision of any Ancillary Medical Care Services or the operation of a facility in which any Ancillary Medical Care Services are provided; in each case, except as expressly permitted below in Article VI, Section 1(c) below.

(c) Notwithstanding the foregoing, however, nothing in Article VI, Section 1(b) shall prohibit or limit the provision or conduct of Ancillary Medical Care Services by a Physician or other health care professional under the supervision of a Physician to such Physician's own patients in such Physician's own office, provided that (i) such Ancillary Medical Care Services (A) are the kind and type usually and customarily provided by a Physician to such Physician's patients in his own offices and (B) are ancillary and incidental to such Physician's primary medical practice and (ii) the patients for whom such Ancillary Medical Care Services are performed are not referred to such Physician primarily for the purpose of obtaining such Ancillary Medical Care Services (except to the extent that performance of such Ancillary Medical Care Services pursuant to referrals made primarily for such purpose are no more than an

insignificant portion of such Physician's medical practice on the Property); and provided further that, under no circumstances whatsoever may any Unit or any portion thereof be used to provide or operate any of the following services, procedures or facilities: (1) any surgical procedure other than those procedures customarily performed by a Physician in an office setting; (2) any service or procedure requiring the presence of an anesthesiologist or intravenous sedation; (3) MRI; (4) CT; (5) radiation therapy or (6) birthing center.

(d) The provisions of Article VI, Sections 1(a), (b) and (c) above and Article VI, Section 2 below shall not apply to any space owned, leased or otherwise occupied by any Affiliate (as such term is defined in the Restrictions) of HCA Inc. or a Parent Hospital Company (as such terms are defined in the Restrictions). Notwithstanding any provision herein to the contrary, the Hospital Land Owner may grant exceptions to the restrictions set forth in Article VI, Sections 1(a), (b) and (c) above or Article VI, Section 2 below, provided (i) any and all such exceptions granted pursuant to this paragraph shall be in writing, (ii) any and all such exceptions shall apply only to such space located in the Unit as specified in Hospital Land Owner's written grant of consent, (iii) such exceptions shall apply only for such period of time as specified in Hospital Land Owner's written grant of consent, and (iv) such exceptions shall apply only to those persons or entities identified in Hospital Land Owner's written grant of consent.

Section 2. Each Physician who conducts a medical practice and related activities in a Unit (whether as a Unit Owner or pursuant to a lease or other occupancy agreement for such Unit) shall be appropriately licensed and in good standing with the state licensing board and any applicable federal, state or local certification or licensing agency or office, without restriction, and not subject to any material sanction, exclusion order, or other disciplinary order with respect to his or her participation in any federal or state healthcare program, and each Physician lease or other Physician occupancy agreement for space in the Unit shall include such requirement. The Association shall use commercially reasonable efforts to enforce the foregoing requirement.

Section 3. Nothing set forth in this Declaration requires or shall require or shall be interpreted to require any Physician owning, leasing or otherwise occupying a Unit or any person associated with such Physician to refer any patient to or order or purchase any item of service from Hospital Operator, Hospital Land Owner, the Hospital or any person or entity affiliated with Hospital Operator, Hospital Land Owner or the Hospital. No payment or consideration of any kind under or in connection with this Declaration is or shall be made for any such referrals, orders or purchases, if any.

Section 4. (a) If any Unit Owner shall receive a bona fide offer from any third party for the purchase, acquisition or lease of the Unit or any part thereof or interest therein, which offer such Unit Owner desires to accept, or if any Owner desires to sell, transfer or lease or make a bona fide offer to sell, transfer, assign or lease the Unit or any part thereof or interest therein to a third party, such Unit Owner shall promptly deliver to Hospital Land Owner, c/o HCA Inc., One Park Plaza, Nashville, Tennessee 37203, Attention: Real Estate Department (or such other address as Hospital Land Owner may designate by written notice to such Unit Owner or the Association), a written notice setting forth the full terms and conditions of the proposed transaction, and if available, a copy of such offer, in the case of a purchase or other transfer, or a copy of the proposed lease agreement, in the case of a lease or an assignment of any leasehold

interest of the Unit Owner. The sale, assignment or transfer in one or more transactions of twenty-five percent (25%) or more of the ownership interest in an Owner of a Unit, which is intended to transfer twenty-five percent (25%) or more of the beneficial interest of such Unit Owner shall constitute a sale of the Unit or portion thereof owned by such Unit Owner for purposes of this Article VI, Section 4. Hospital Land Owner may, within fifteen (15) days after receipt of such notice, elect to purchase, acquire or lease the Unit or such portion thereof or interest therein (or such ownership interest in the Owner) which is subject to any offer as described above (which is hereinafter called the "Offer Property") on the same terms and conditions as those set forth in such notice. The failure of Hospital Land Owner to exercise this right of first refusal with respect to any proposed sale, lease, or other transfer by a Unit Owner shall not result in termination of the right of first refusal with respect to the Unit or any portion thereof or interest therein (or interest in an Owner of a Unit) sold, leased, transferred, or assigned but this right of first refusal shall be a continuing right binding upon the Unit Owner and all future Unit Owners with respect to all subsequent proposed sales, leases, transfers, or assignments of the Unit or any portion thereof or interest therein (or interest in the Owner of a Unit). Furthermore, in the event that any proposed sale, lease, assignment or other transfer as to which Hospital Land Owner did not exercise its right of first refusal as above provided, is not completed and closed by the Owner of the Offer Property involved within ninety (90) days after notice thereof was given to Hospital Land Owner, or if prior to the closing of such transaction the terms available to the proposed purchaser, lessee, assignee or transferee are modified and made materially more favorable, then such Unit Owner must reoffer the Offer Property to Hospital Land Owner in the same manner provided above and Hospital Land Owner shall have fifteen (15) days from receipt of Unit Owner's modification within which to exercise the right of first refusal.

(b) If the consideration to be paid pursuant to any acceptable third party offer to purchase the Offer Property or otherwise acquire the same from the Unit Owner shall include property other than cash, Hospital Land Owner may exercise its right of first refusal with respect to such transaction and shall pay as consideration therefor the same amount of cash and the same exchange property as set forth in the proposed offer, or an all cash purchase price in an amount equal to the sum of the cash portion of the consideration, plus the fair cash value of the property which the purchaser proposed to exchange for the Offer Property. If any acceptable third party offer to a Unit Owner for the Offer Property shall include other property owned by such Unit Owner, Hospital Land Owner's right of first refusal shall, at Hospital Land Owner's election, be applicable to the Unit or the applicable portion thereof or interest therein (or interest in the Owner of a Unit) alone, at a purchase price which shall be that part of the price offered by the third party which the value of the Condominium Unit or any portion thereof (or interest in the owner of a Condominium Unit) bears to the value of all the property included in such third party offer.

(c) Notwithstanding anything to the contrary set forth herein, nothing in this Declaration shall be construed as prohibiting, or requiring the consent of Hospital Land Owner for, nor shall Hospital Land Owner have a right of first refusal with respect to any of the following transfers, sales, leases or conveyances so long as no such transfer, sale, lease, conveyance is to a Precluded Transferee: (a) a transfer with respect to any Unit as a result of a foreclosure of a Mortgage or a deed in lieu of foreclosure of a Mortgage or the first transfer following an acquisition on account of any such foreclosure or deed in lieu of foreclosure; (b) any lease of space within a Unit provided such lease is for less than all or substantially all of the

Unit; (c) a sale or lease of any Unit to or by Hospital Land Owner; (d) conveyances by gift, devise or inheritance; (e) conveyance by one joint unit owner of a Unit to one or more other joint owners of the same Unit; (f) the conveyance of a Unit by the joint unit owners of such Unit to a professional corporation owned by such joint unit owners; (g) the transfer of shares in a corporation that is a Unit Owner owning less than an aggregate of fifty-one percent (51%) of the undivided interests in the common elements of the Condominium to another person or entity; (h) the conveyance of a Unit owned by a professional corporation to the shareholders of such professional corporation upon the dissolution thereof; (i) the conveyance of a Unit by the joint unit owners of such Unit to a partnership formed by such joint unit owners; (j) the admission of a new partner to a partnership that is a Unit Owner; or (k) the conveyance of a Unit owned by a partnership to the partners of such partnership upon the dissolution thereof.

Section 5. (a) In accordance with the terms of the Restrictions, the provisions of this Article VI shall remain in effect and be enforceable for the term of the Ground Lease, unless an instrument terminating this Declaration executed by the Association, Hospital Land Owner and all Mortgagees expressly terminating this Declaration is recorded among the land records of Fairfax County, Virginia. Notwithstanding anything to the contrary set forth in this Declaration, at such time as the Hospital on the Hospital Land is "Permanently Closed" (as hereinafter defined), then the rights and restrictions set forth in Article VI, except for the provisions of Article VI, Sections 3, 7 and 8 (collectively, the "Terminable Rights") shall terminate, lapse and be of no further force or effect. The Hospital shall be "Permanently Closed" at such time as either of the following events has occurred: (i) the Hospital Land Owner determines that the Hospital shall close and no other Hospital Facility will be operated on the Hospital Land within six months after the date of closing, or (ii) no Hospital Facility has been operated on the Hospital Land for a period of six (6) consecutive months; provided, however, if the Hospital or another Hospital Facility is not being operated because of damage or destruction by fire or any other casualty, and the Hospital or such other Hospital Facility is being repaired or reconstructed, then the Hospital or such other Hospital Facility shall not be deemed to have closed, permanently or otherwise, from the date of such casualty to the date of completion of such repairs or restoration; provided, however, the Hospital or such other Hospital Facility shall be deemed Permanently Closed if the same has not been reopened for business by the expiration of the Restoration Period. As soon as possible after Hospital Land Owner determines that the Hospital will be closed and that no Hospital Facility will be operated on the Hospital Land, it shall give the Association written notice, but in no event less than 90 days prior to the date it intends to close the Hospital (such notice is hereinafter referred to as a "Closure Notice").

(b) Upon the occurrence of (i) the reduction of licensed beds at the Hospital (or at any Hospital Facility operating on the Hospital Land after the Hospital has closed that has licensed beds) to a number equal to or less than fifty percent (50%) of the number of licensed beds at the Hospital on February 7, 2003, and (ii) occupancy of the rentable space in the Building is less than seventy percent (70%) of such rentable space, then the restrictions set forth in Article VI, Section 1(a) shall terminate and no longer apply to the Property, subject to the provisions of Article VI, Section 6.

(c) In the event that (i) the Terminable Rights terminate as set forth in Article VI, Section 5(a), or (ii) the restrictions set forth in Article VI, Section 1(a) terminate as set forth in

Article VI, Section 5(b), then in either such event the foregoing Terminable Rights set forth shall be of no force and effect until reinstated pursuant to Section 6 below.

Section 6. (a) If the Hospital Land Owner has given a Closure Notice to the Association pursuant to Article VI, Section 5(a), but the Hospital Land Owner decides, after giving Closure Notice to the Association that it will not permanently close the Hospital or will operate another Hospital Facility on the Hospital Land, then the Hospital Land Owner may deliver an additional written notice to Association (a "Reinstatement Notice") and thereby reinstate the Terminable Rights. However, any tenants of space in the Condominium under leases entered into after the Association or Unit Owners have received the Closure Notice but before receipt of the Reinstatement Notice shall not be subject to the restrictions on use of the Property under Article VI, Section 1(a), (b) and (c) of this Declaration.

(b) If the restrictions set forth in Article VI, Section 1(a) of this Declaration have been terminated pursuant to Article VI, Section 5(b), then such restrictions may be reinstated by the Hospital Land Owner by delivering a written Reinstatement Notice to Association and the Unit Owners if (i) the number of licensed beds at the Hospital is increased to more than fifty percent (50%) of the number of licensed beds at the Hospital as of the Date of this Declaration and (ii) occupancy of the rentable space in the Condominium increases to no less than eighty-five percent (85%) of such rentable space. However, no restrictions set forth in Article VI, Section 1(a) of this Declaration (including without limitation restriction on use of the Property) will apply to any leases entered into by the Declarant or a Unit Owner after termination of the restrictions in Article VI, Section 1(a) but before reinstatement of such restrictions.

(c) In the event that (i) the Terminable Rights are reinstated as set forth in Article VI, Section 6(a) or (ii) the restrictions set forth in Article VI, Section 1(a) are reinstated as set forth in Section V, Section 6(b), then in either such event the Hospital Land Owner and the Declarant shall execute and record in the real property records of the county in which the Property is located an amendment to this Declaration evidencing reinstatement of the Terminable Rights or the restrictions in Article VI, Section 1(a), as applicable.

Section 7. No Condominium Owner shall sell, lease, or sublease or consent to a sublease of all or any portion of any Unit to a Precluded Transferee without the consent of Hospital Land Owner.

Section 8. The covenants, agreements, rights, options and restrictions set forth in this Article VI shall be effective upon the date of this Declaration and shall be covenants running with the land and shall be binding upon the Declarant, its successors and assigns, and all persons and entities claiming by, through or under the Declarant, its successors and assigns, specifically including the Condominium Units and shall inure to the benefit of Hospital Land Owner and its heirs, successors and assigns. The covenants, agreements, rights, options and restrictions set forth in this Declaration shall remain in full force and effect and shall be unaffected by any change in ownership of the Property, the Hospital Property, or any part of either of them, or by any change of use, demolition, reconstruction, expansion or other circumstances, except as specified herein. Irreparable harm will result to Hospital Land Owner by reason of any breach of the agreements, covenants and restrictions set forth in Article VI of this Declaration, and,

therefore, Hospital Land Owner shall be entitled to relief by way of injunction or specific performance to enforce the provisions of this Article VI, as well as any other relief available at law or equity. The failure of Hospital Land Owner, in any one or more instances, to insist upon compliance with any of the terms and conditions of this Article VI, or to exercise any right or privilege conferred in this Article VI, shall not constitute or be construed as the waiver of such or any similar restriction, right, option, or privilege, but the same shall continue and remain in full force and effect as if no such forbearance had occurred.

Section 9. The rights afforded to a Mortgagee in the Restrictions including, without limitation, those granted in Sections 2.13 and 2.14 of the Restrictions, are hereby incorporated by reference and are granted to each Mortgagee as fully as if set forth herein verbatim.

ARTICLE VII

ASSOCIATION

Section 1. Attached hereto and incorporated by reference as Exhibits B are the Bylaws of the Association, which instrument constitutes part of the Condominium Instruments.

Section 2. The Board of Directors shall constitute the "executive organ" of the Association as defined in Section 55-79.41 of the Act.

Section 3. All Unit Owners shall be members of the Association during and only during the period of their ownership of a Unit and shall have the voting interest set forth in Exhibit C hereto and in the Bylaws.

Section 4. The establishment, collection and liability for Common Expenses shall be as set forth in the Bylaws.

ARTICLE VIII

CONVERTIBLE SPACE

Declarant shall have the right, without the consent of any other Unit Owner, to convert all or any portions of any Convertible Space that is so designated on Exhibit A-3 to this Declaration into one or more Units and Common Elements, including without limitation Limited Common Elements, pursuant to Section 55-79.58 D and 55-79.62 of the Act, and to file any amendments to this Declaration and Exhibits hereto in connection therewith.

ARTICLE IX

MASTER ASSOCIATION COVENANTS

Use and operation of the Condominium is governed by the provisions of the Declaration of Covenants, Restrictions and Easements dated February 7, 2003 and recorded in Deed Book 14058 at Page 699 among the land records of Fairfax County, Virginia, as amended.

ARTICLE X

MISCELLANEOUS

Section 1. Except as otherwise provided or contemplated hereby (including specifically, but without limitation, Article IV, Article VII and Article VIII hereof), this Declaration may be amended only in accordance with Sections 55-79.62, 55-79.71, and 55-79.72:1 of the Act; provided, however, that this Declaration may not be amended without the consent of Declarant until the expiration of the Period of Declarant Control and no amendment shall reduce the rights of the Hospital Operator or any Mortgagee under Article VI hereof, without the prior written approval of such Hospital Operator or any Mortgagee, as applicable, or otherwise reduce the rights of Mortgagees hereunder without the prior written approval of Mortgagees of Units to which seventy-five percent (75%) of the Percentage Interest in the Condominium appertain or if less than all of the Units are subject to mortgages, then upon the prior written approval of Mortgagees of Units to which seventy-five percent (75 %) of the total of such Percentage Interest in the Condominium attributable to such encumbered Units.

Section 2. If any term or provision of this Declaration, or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Declaration, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

Section 3. The provisions hereof shall be binding upon and inure to the benefit of Declarant, the Unit Owners, the Hospital Operator and the Association, their respective heirs, legal representatives, successors and assigns and, in the event of the failure of any Unit Owner to comply with the provisions of the Condominium Instruments, the same shall give rise to a cause of action in the Association or any aggrieved Unit Owner for the recovery of damages, or for injunctive relief, or both.

Section 4. All pronouns shall be construed to be of such number and gender as the context may require. All headings are used for convenience or reference only and shall not be construed so as to affect the construction of this instrument.

Section 5. Notwithstanding the foregoing, no person or entity who acquires one or more Units at foreclosure or by deed in lieu of foreclosure, or from a Mortgagee which has acquired one or more Units at foreclosure or by deed in lieu of foreclosure, shall be bound by any provision of the Declaration, the Bylaws, or the Rules and Regulations of the Association that would abrogate or nullify any right that a Mortgagee has under the Restrictions or impose any restriction on a Mortgagee that would be more stringent than those contained in the Restrictions.

Section 6. The Exhibits hereto consist of the following:

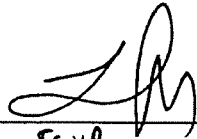
Exhibit A-1: Metes and Bounds Description

- Exhibit A-2: Condominium Plat
- Exhibit A-3: Condominium Plans
- Exhibit B: Bylaws of the Association
- Exhibit C: Common Element Interest Table

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed by an authorized officer as of the day and year first above written.


DECLARANT:

MEDICAL OFFICE BUILDINGS OF RESTON, LLC
a Delaware limited liability company

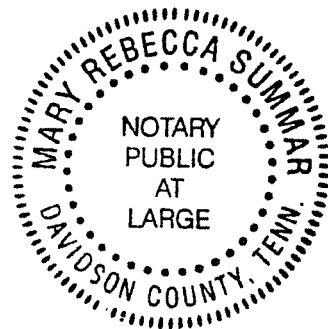
By: 
Title: Sr. VP

STATE OF Tennessee)
County of Davidson)

The foregoing instrument was acknowledged before me this 10th day of February, 2004, by Thomas Klaritch, as Sr. Vice President of MEDICAL OFFICE BUILDINGS OF RESTON, LLC, a Delaware limited liability company, on behalf of the corporation as General Partner of Med Cap Properties, LLC.


Notary Public

My Commission Expires:
5-28-06



My Commission Expires MAY. 28, 2006

#182666 v7
2/5/04

Exhibit A to the Bylaws

PARKWAY MEDICAL TOWER CONDOMINIUM
Maintenance Responsibilities

I ITEMS	II COMMON ELEMENTS UNDER ASSOCIATION RESPONSIBILITY	III LIMITED COMMON ELEMENTS UNDER ASSOCIATION RESPONSIBILITY	IV UNIT COMPONENTS UNDER ASSOCIATION RESPONSIBILITY	V CERTAIN OTHER OWNER'S RESPONSIBILITY WITHOUT RESPECT TO OWNERSHIP OF THE COMPONENT
Plumbing & related systems & components thereof.	All maintenance, repair & replacement of portions of plumbing serving more than one unit. Water damage to common elements or units other than the one which is the primary source of the problem through negligence of the occupants of such units.	If any, same as in Column II.	Only to the extent that a malfunction originates outside the unit in which the malfunction occurs or may occur.	All portions within a unit including fixtures & appliances attached thereto. Water damage to a unit or common elements, when the primary source of such problem emanates from the unit.
Electrical & related systems & components thereof excluding appliances, fixtures & lights serving only one unit.	All, in all regards.	All, in all regards, from the common side of the unit panel.	--	All, in all regards, for items serving only one unit and located within the unit (on the unit side of the unit's electrical panel, including the panel itself).
Heating, ventilating & cooling systems & components thereof.	All, in all regards, serving more than one unit.	If any, same as column II.	--	Variable Air Volume boxes serving unit, all in all regards.
Parking Spaces.	All surface parking spaces in all regards.	--	--	--
Refuse collection system.	All, in all regards.	--	--	All medical waste generated by a unit owner, in all regards. Unit owner shall contract with a qualified medical waste disposal firm for proper disposal of medical waste.
Grounds, including all paved areas and other improvements thereon lying outside	All.	--	--	--

Exhibit A to the Bylaws

PARKWAY MEDICAL TOWER CONDOMINIUM
Maintenance Responsibilities

I	II	III	IV	V
ITEMS	COMMON ELEMENTS UNDER ASSOCIATION RESPONSIBILITY	LIMITED COMMON ELEMENTS UNDER ASSOCIATION RESPONSIBILITY	UNIT COMPONENTS UNDER ASSOCIATION RESPONSIBILITY	CERTAIN OTHER COMPONENTS UNDER UNIT OWNER'S RESPONSIBILITY WITHOUT RESPECT TO OWNERSHIP OF THE COMPONENT
the main walls of the building and all underground utility systems.				
Building, exterior roof, exterior vertical walls, foundation.	All, in all regards. with certain exceptions expressed elsewhere herein regarding routine cleaning.	--	--	--
Windows.	All which do not serve a unit, in all regards.	All, in all regards except routine cleaning.	Exterior cleaning.	All, in all regards including routine interior cleaning and replacement.
Doors, main entry to units.	--	All surfaces exposed to outside including door panel, buck, trim & sill.	--	Interior of door panel interior trim. Hardware set including lock and door security assembly, if any, and hinges/closure. Doors interior to Unit - All, in all regards.

NOTES

MAINTENANCE RESPONSIBILITIES:

This chart and the titles and headings used herein are not intended to describe or encompass all maintenance functions nor to delineate all respective responsibilities between the unit owners, severally, and the Association. The placement of responsibility under any specific column does not always accurately reflect the precise character and nature of ownership. The appropriate sections of the Declaration determine ownership. In many cases maintenance responsibility is allocated to the Unit Owners Association to ensure central maintenance responsibility, uniformity and quality of repair, and to protect community health and safety. Where such maintenance is required due to the negligent or wrongful act or omission of a unit owner (or such unit owner's tenants, employees, agents, visitors or guests), the Association will perform the necessary maintenance at the sole expense of the unit owner.

Column I: Items. Items appearing in this column are illustrative and not exhaustive.

Column II: Common Elements Under Association Responsibility. Responsibility for determining and providing for the maintenance, repair and replacement requirements of the common elements and determining the costs thereof shall be primarily the responsibility of the Board of Directors and such designees to which it may delegate certain such responsibilities.

Column III: Limited Common Elements Under Association Responsibility. Responsibility for determining the maintenance, repair and replacement requirements of the limited common elements shall be a shared responsibility between the Board of Directors and the unit owner of a unit to which a specific limited common element is exclusively appurtenant; provided, however, that the Board shall have the final responsibility for determining the need for and accomplishing such maintenance, repair and replacement activities.

Column IV: Unit Components Under Association Responsibility. The items in this column are legally and by definition a part of a unit but are attached or directly connected to or associated with the common elements and common expense items in such a way that a clear distinction between unit owner and Association responsibility cannot be made. Moreover, such items frequently involve matters of concern relative to the general health, safety and welfare of all of the occupants of the building. Thus, certain costs which appear to benefit a single unit owner but which affect other unit owners are declared a common expense, especially when the correct functioning of an activity or element is integral to or supportive of the legally defined common elements and common expenses.

Column V: Certain Other Components Under Unit Owner's Responsibility Without Respect to Ownership of the Component. The items in this column are not intended to be exclusive and all-encompassing and do not affect responsibilities expressly provided for otherwise.

METES AND BOUNDS DESCRIPTION

**Block 3A, Section 931, Reston
Hunter Mill District
Fairfax County, Virginia**

Beginning at a point in Block 3a, Section 931, Reston, said point being

S79° 43' 28" E, 291.14 feet

from an iron pipe found marking the point of tangency of a 40-foot radius return at the intersection of the southeasterly right of way line of proposed Fairfax County Parkway (Route 7100) and the northeasterly right of way line of New Dominion Parkway (Route 6363);

thence through Block 3A, Section 931, Reston the following twenty-one (21) courses:

N26° 38' 45" E, 60.61 feet to a point;

N 13° 07' 45" E, 6.42 feet to a point;

N 26° 38' 45" E, 79.08 feet to a point;

N63° 21' 15" W, 28.97 feet to a point;

N26° 38' 45" E, 44.20 feet to a point;

S63° 21' 15" E, 30.17 feet to a point;

N26° 38' 45" E, 66.58 feet to a point;

N63° 21' 15" W, 24.17 feet to a point;

N26° 38' 45" E, 2.93 feet to a point;

N68° 03' 34" E, 14.53 feet to a point;

S63° 21' 15" E, 103.86 feet to point;

S59° 55' 21" E, 26.37 feet to a point marking the point of curvature
of a non-tangent curve to the left;

12.38 feet along the arc of said curve having a radius of 240.00 feet and
a chord bearing and chord of S64° 47' 54" E, 12.38 feet respectively, to a point;

S63° 21' 15" E, 5.00 feet to a point;

S26° 38' 45" W, 99.49 feet to a point;

S63° 21' 15" E, 48.25 feet to a point;

S26° 38' 45" W, 42.50 feet to a point;

N63° 21' 15" W, 48.25 to a point;

S26° 38' 45" W, 113.59 feet to a point;

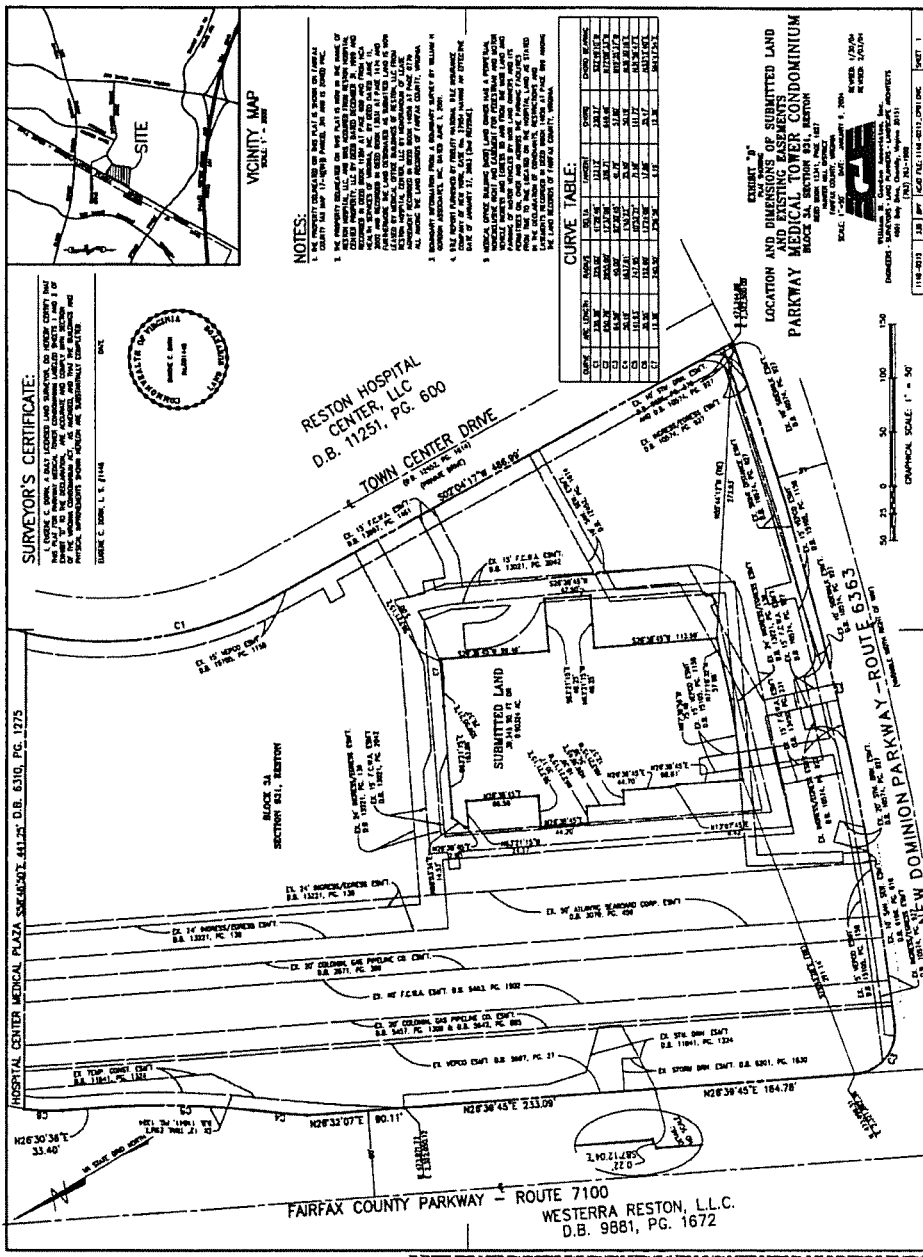
N71° 18' 32" W, 57.98 feet to a point and

N67° 39' 56" W, 75.49 feet

to the point of beginning.

Containing 38,913 square feet or 0.89332 acres of land.

#187005.2



SURVEYOR'S CERTIFICATE:
 I HAVE BEEN A FULLY LICENSED SURVEYOR IN THE STATE OF VIRGINIA SINCE 1998. I HAVE BEEN A MEMBER OF THE VIRGINIA SURVEYORS ASSOCIATION SINCE 1998. I AM NOT PROVIDING THIS SERVICE FOR THE PURPOSE OF OBTAINING A LICENSE IN ANY OTHER STATE.



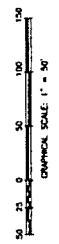
VICINITY MAP
 SHEET 2 OF 2

- NOTES:**
1. THIS PLAT IS BASED ON THE 2011 U.S. BUREAU OF LAND MANAGEMENT AERIAL PHOTOGRAPHY.
 2. THIS PLAT IS BASED ON THE 2011 U.S. BUREAU OF LAND MANAGEMENT AERIAL PHOTOGRAPHY.
 3. THIS PLAT IS BASED ON THE 2011 U.S. BUREAU OF LAND MANAGEMENT AERIAL PHOTOGRAPHY.
 4. THIS PLAT IS BASED ON THE 2011 U.S. BUREAU OF LAND MANAGEMENT AERIAL PHOTOGRAPHY.
 5. THIS PLAT IS BASED ON THE 2011 U.S. BUREAU OF LAND MANAGEMENT AERIAL PHOTOGRAPHY.

CURVE TABLE:

STATION	CHORD BEARING	CHORD DISTANCE	CHORD AREA
1	N 89° 58' 12" W	10.00	0.0000
2	N 89° 58' 12" W	10.00	0.0000
3	N 89° 58' 12" W	10.00	0.0000
4	N 89° 58' 12" W	10.00	0.0000
5	N 89° 58' 12" W	10.00	0.0000
6	N 89° 58' 12" W	10.00	0.0000
7	N 89° 58' 12" W	10.00	0.0000
8	N 89° 58' 12" W	10.00	0.0000
9	N 89° 58' 12" W	10.00	0.0000
10	N 89° 58' 12" W	10.00	0.0000

EXHIBIT 2
 LOCATION AND DIMENSIONS OF SUBMITTED LAND AND EXISTING BASEMENTS FOR RESTON PARKWAY BLOCK 5A, SECTION 5A, RESTON, FAIRFAX COUNTY, VIRGINIA



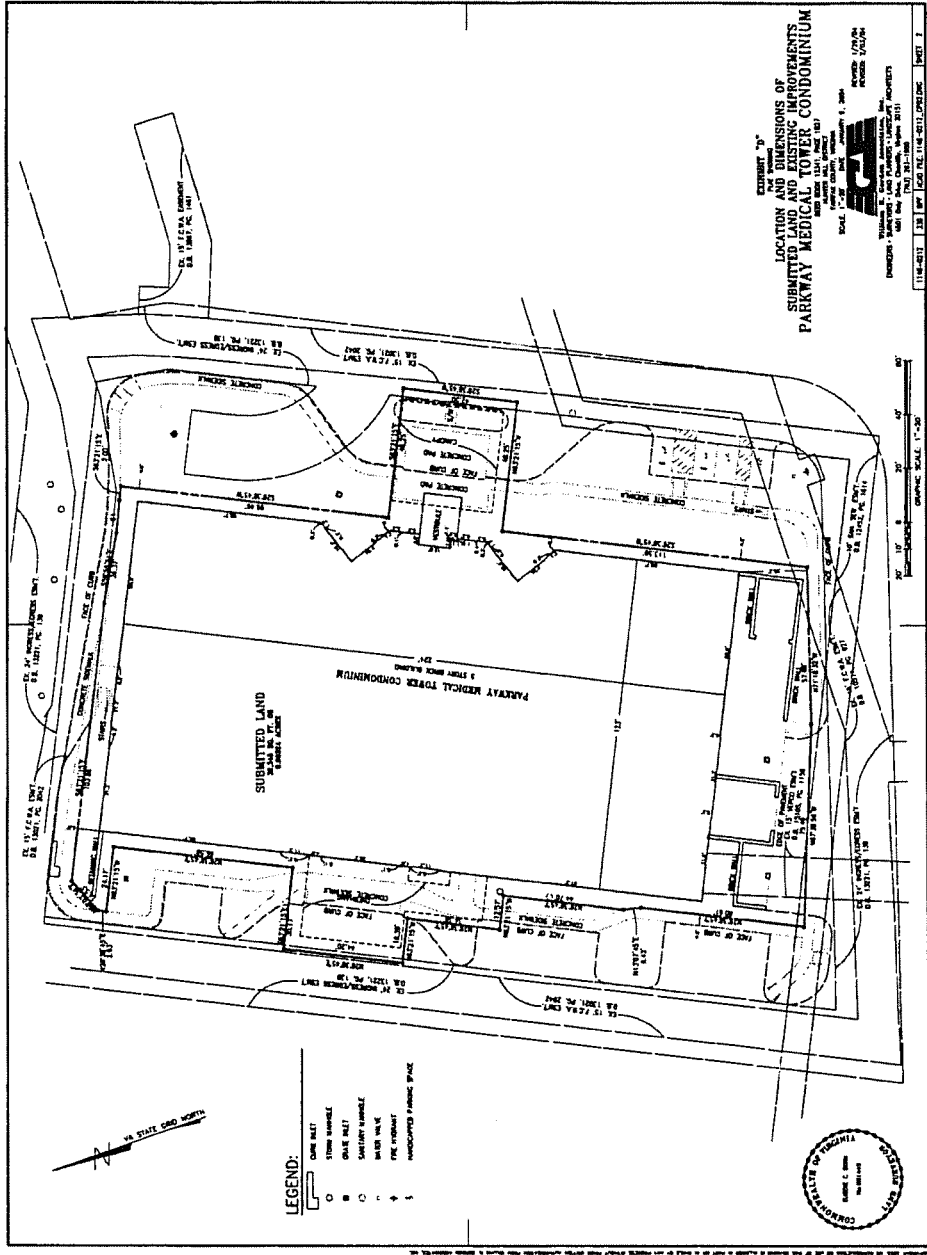


EXHIBIT "B"
 LOCATION AND DIMENSIONS OF
 SUBMITTED LAND AND EXISTING IMPROVEMENTS
 PARKWAY MEDICAL TOWER CONDOMINIUM

RECORDED UNDER
 PUBLIC UTILITIES
 DISTRICT OF COLUMBIA
 ENGINEERS: JAMES L. GARDNER, LANDSCAPE ARCHITECT
 1401 K ST., N.W., WASHINGTON, D.C. 20004
 SCALE: AS SHOWN
 DATE: FEBRUARY 1, 1984

- LEGEND:
- CURB WALL
 - STONE WALL
 - GRAVE WALL
 - SAWTOOTH WALL
 - SAND WALL
 - FIRE WYTHE
 - UNOCCUPIED PARKING SPACE



1184-031 131 ST. LAGO, P.O. BOX 5311, LAGO, FL 33408 SHEET 1

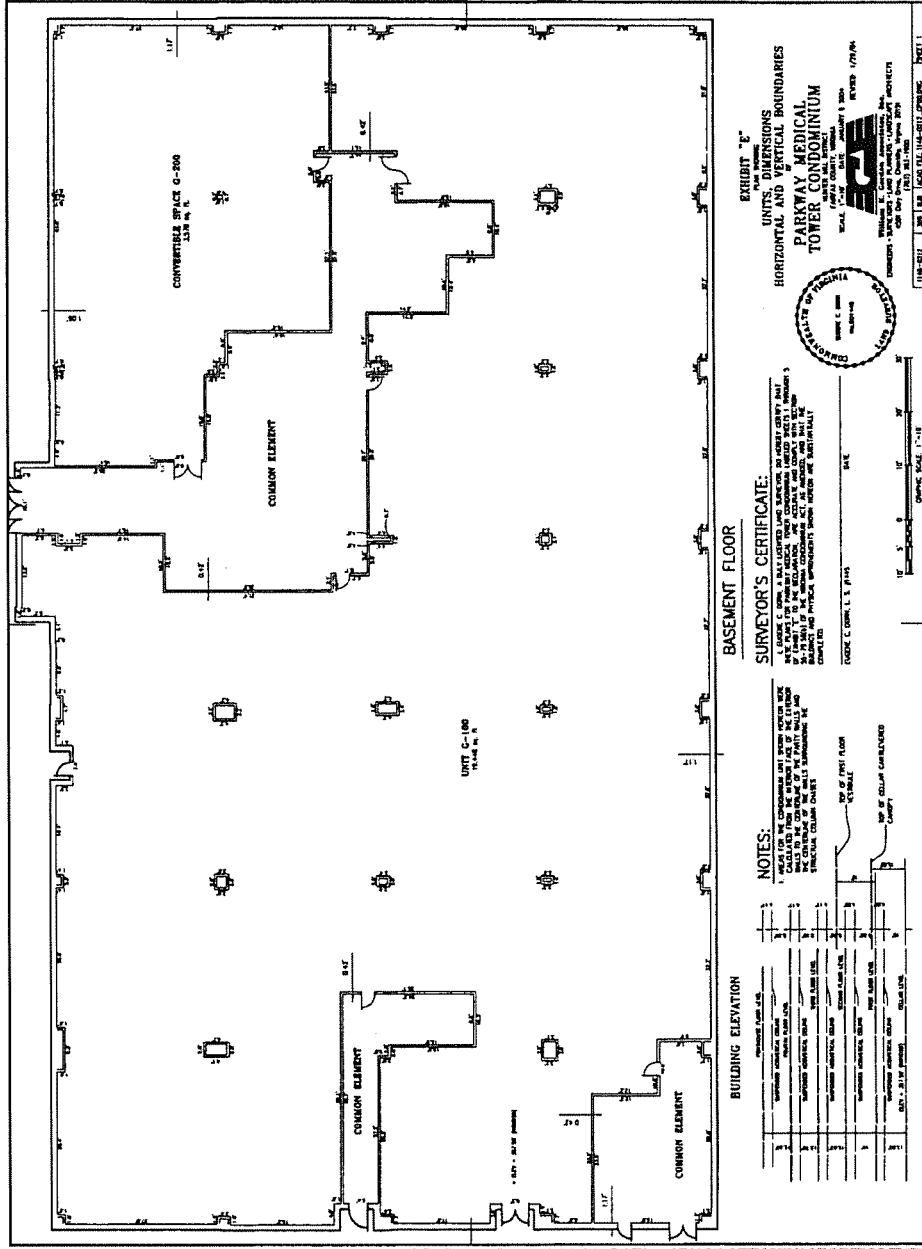


EXHIBIT "E"
 FOR THE RECORD
 UNITS, DIMENSIONS
 HORIZONTAL AND VERTICAL BOUNDARIES
 PARKWAY MEDICAL
 TOWER CONDOMINIUM
 (PART 2 OF UNIT 1)
 SCALE: AS SHOWN
 REVISION 1/7/78
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 APPROVED BY: [Signature]

CONDOMINIUM ACT
 SECTION 2-212

CONTRACTOR'S CERTIFICATE:
 I, [Name], a Licensed Professional Engineer, do hereby certify that the dimensions and boundaries shown on this plan are true and correct to the best of my knowledge and belief, and that I am a duly Licensed Professional Engineer in the State of New York.
 DATE: [Date]
 ENGINEER: [Signature]

NOTES:
 1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 5. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 6. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 7. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 8. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 9. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 10. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

BUILDING ELEVATION

NO.	DESCRIPTION	DATE
1	ADDED	
2	ADDED	
3	ADDED	
4	ADDED	
5	ADDED	
6	ADDED	
7	ADDED	
8	ADDED	
9	ADDED	
10	ADDED	
11	ADDED	
12	ADDED	
13	ADDED	
14	ADDED	
15	ADDED	
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48	ADDED	
49	ADDED	
50	ADDED	

CONTRACT NO. [Number] DRAWING NO. [Number] SHEET NO. [Number] OF [Total Sheets]

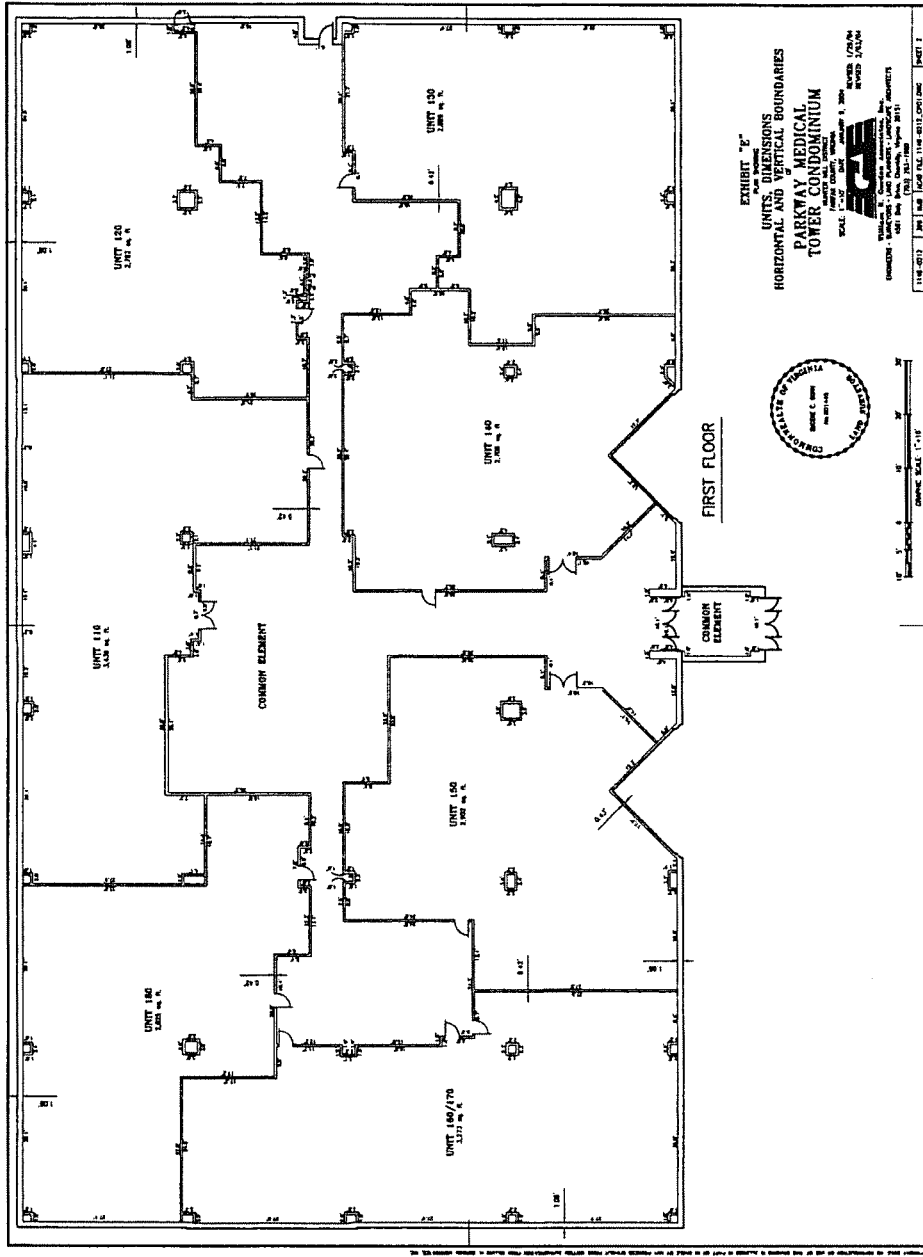


EXHIBIT "E"
AS SHOWN
UNITS, DIMENSIONS
HORIZONTAL AND VERTICAL BOUNDARIES
PARKWAY MEDICAL
TOWER CONDOMINIUM
SCALE: 1/4" = 1'-0"
REVISED: 1/25/04
DATE: 1/25/04



DATE: 1/25/04
SCALE: 1/4" = 1'-0"
DRAWING SCALE: 1/4" = 1'-0"

FIRST FLOOR

COMMON ELEMENT

UNIT 110
3,141 sq. ft.

UNIT 116
3,141 sq. ft.

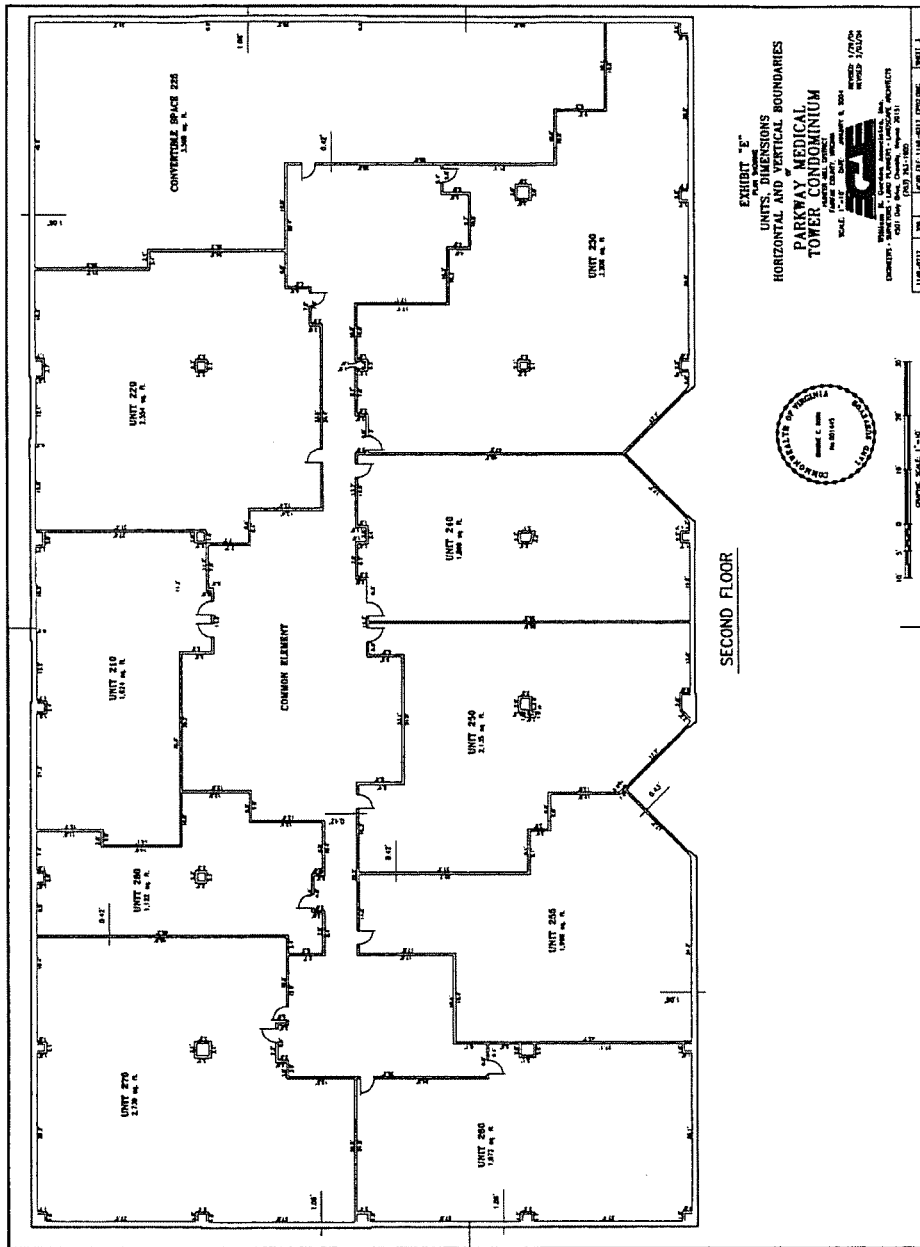
UNIT 120
3,141 sq. ft.

UNIT 126
3,141 sq. ft.

UNIT 130
3,141 sq. ft.

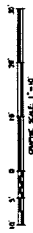
UNIT 136/170
3,171 sq. ft.

COMMON ELEMENT



SECOND FLOOR

EXHIBIT "E"
 UNITS, DIMENSIONS
 HORIZONTAL AND VERTICAL BOUNDARIES
 PARKWAY MEDICAL
 TOWER CONDOMINIUM
 SCALE: 1/8" = 1'-0"
 PREPARED BY: [Firm Name]
 DATE: [Date]



1/18/2011 20 1/18/2011 08:00 AM SHEET 1

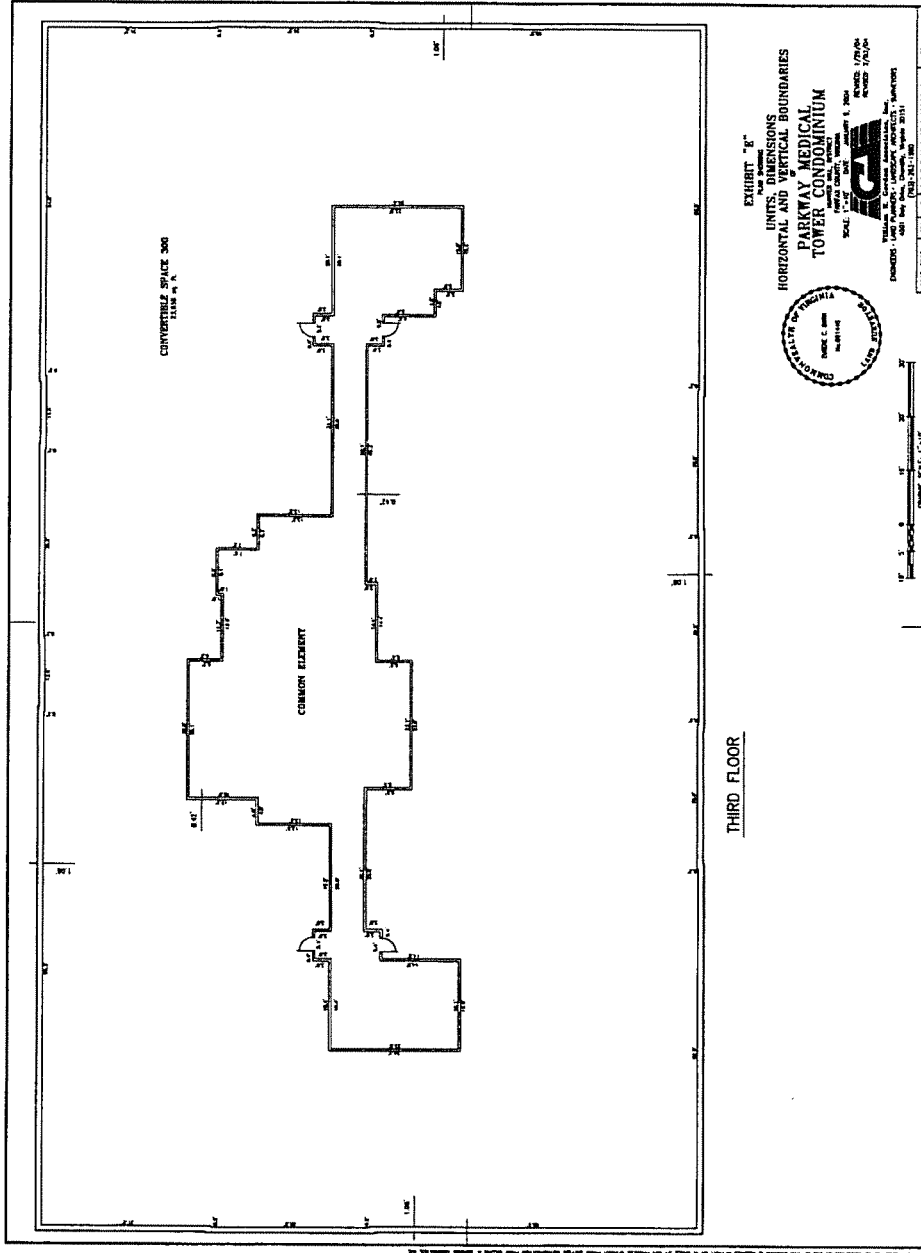


EXHIBIT "B"
 UNIT DIMENSIONS
 HORIZONTAL AND VERTICAL BOUNDARIES
 PARKWAY MEDICAL
 TOWER CONDOMINIUM
 1114 N. 20th St., Phoenix, Arizona 85016
 SCALE: 1" = 1'-6"

DESIGNED BY: [Signature]
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 DATE: 1/17/04

1114 N. 20th St. Phoenix, AZ 85016



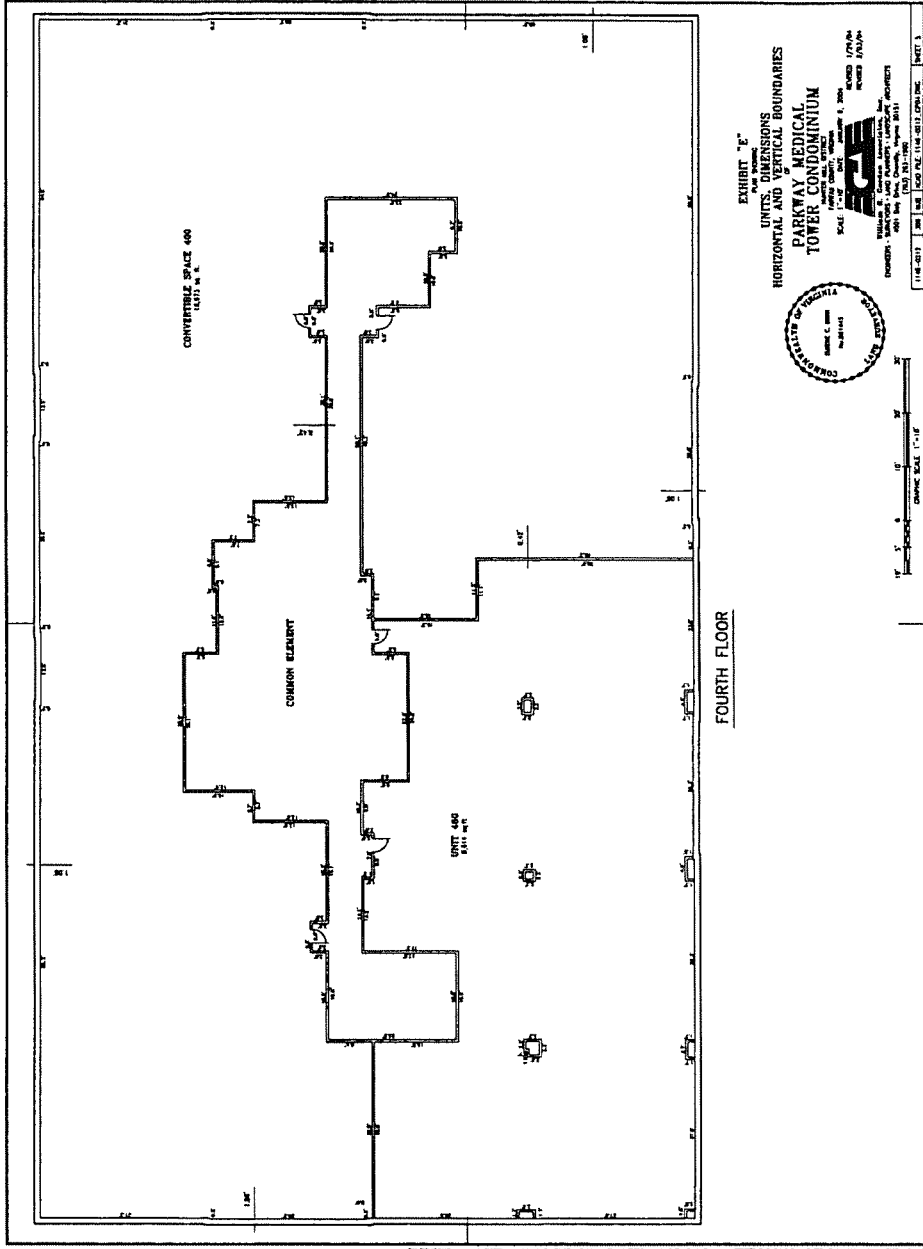
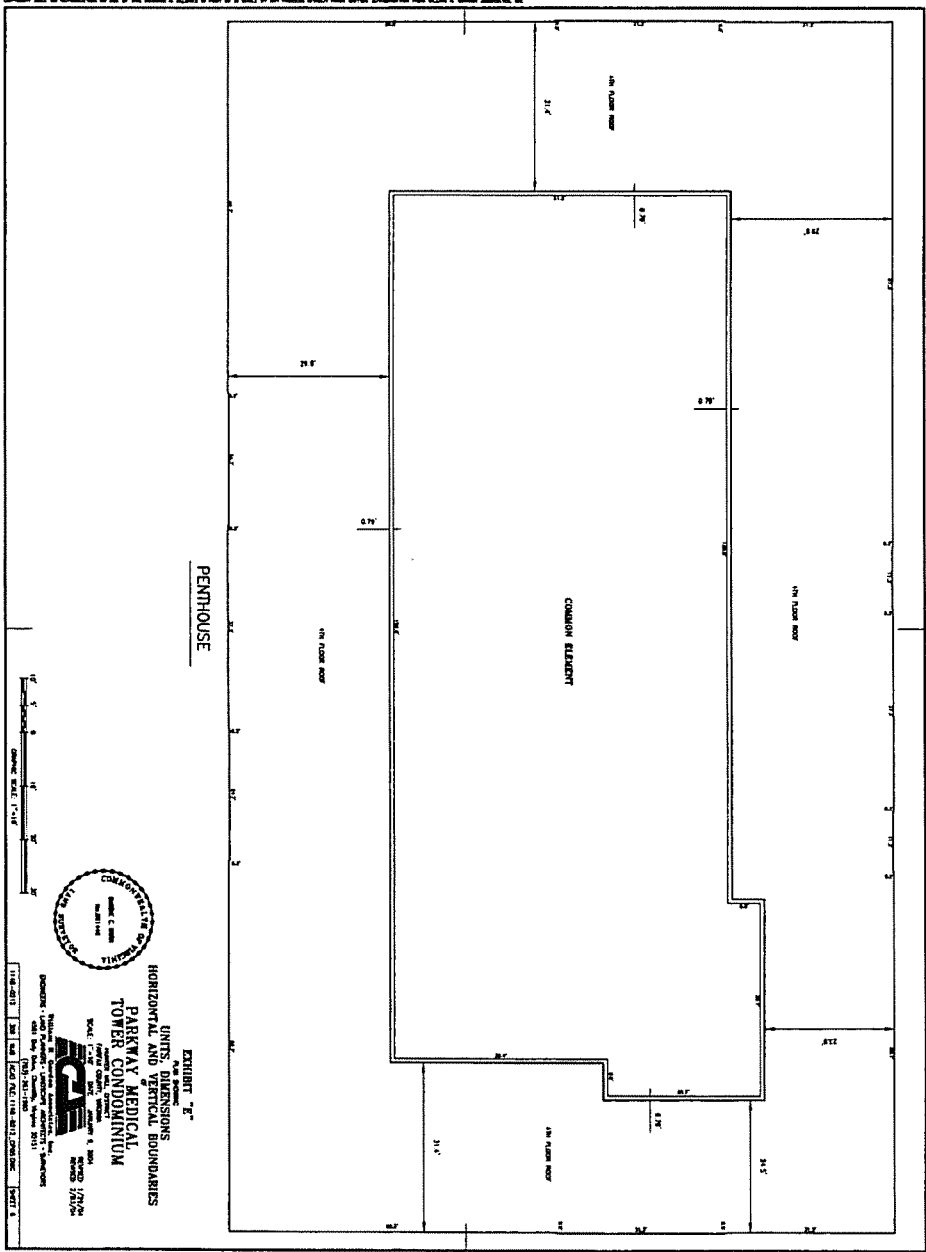


EXHIBIT "F"
 FOR RECORD
 UNITS, DIMENSIONS
 HORIZONTAL AND VERTICAL BOUNDARIES
 PARKWAY MEDICAL
 TOWER CONDOMINIUM
 SCALE: 1/8" = 1'-0"
 REVISIONS: 1/7/94
 REVISION: 2/1/94
 DRAWN BY: J. J. ...
 CHECKED BY: ...
 DATE: 1/14/94



DRAWING SCALE: 1" = 12'

SHEET 3



UNITED STATES OF AMERICA
COMMISSION OF PROFESSIONAL ENGINEERS AND SURVEYORS
REGISTERED PROFESSIONAL ENGINEER
STATE OF CALIFORNIA
NO. 12345
EXPIRES 12/31/2000

EXHIBIT "E"
UNITS, DIMENSIONS
HORIZONTAL AND VERTICAL BOUNDARIES
PARKWAY MEDICAL
TOWER CONDOMINIUM
SCALE: 1/4" = 1'-0"
DATE: 1/15/99
BY: [Signature]

Professional Engineer
1234 Main Street
San Francisco, CA 94102
TEL: (415) 555-1234
FAX: (415) 555-5678

DIMENSIONS IN FEET AND INCHES.
 ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
 SEE EXHIBIT "A" THROUGH "D" FOR OTHER INFORMATION.
 SHEET 1 OF 1

**BYLAWS
OF
PARKWAY MEDICAL TOWER CONDOMINIUM
UNIT OWNERS ASSOCIATION**

Table Of Contents

<u>Title</u>	<u>Page Number</u>
ARTICLE 1: GENERAL PROVISIONS	1
1.01 Name	1
1.02 Office	1
1.03 Definitions	1
1.04 Use of Technology.....	1
ARTICLE 2: ADMINISTRATION OF THE CONDOMINIUM	1
2.01 Administration	1
2.02 Independent Management	2
2.03 Books of Account	2
2.04 Association Expenses and Receipts	2
2.05 Limited Common Expenses	2
2.06 Maintenance Responsibilities	2
ARTICLE 3: MEETINGS OF MEMBERS	3
3.01 Place of Meetings	3
3.02 Annual Meeting	3
3.03 Special Meeting	3
3.04 Notice	3
3.05 Quorum	3
3.06 Majority Vote; Withdrawal of Quorum	3
3.07 Method of Voting; Proxies	3
ARTICLE 4: DIRECTORS	4
4.01 Management	4
4.02 Number; Qualifications; Election; Term	4
4.03 Place of Meetings	4
4.04 Organization Meetings	4
4.05 Regular Meetings	5
4.06 Special Meetings	5
4.07 Quorum	5
4.08 Executive Session	5
4.09 Action Without Meeting	5

4.10	Other Committees	5
4.11	Procedure	5
4.12	Management Agent	5
4.13	Powers and Duties	6
ARTICLE 5: NOTICES		8
5.01	Method	8
5.02	Waiver	8
ARTICLE 6: OFFICERS		8
6.01	Number; Titles	8
6.02	Election	9
6.03	Other Officers	9
6.04	Salaries.....	9
6.05	Term of Office	9
6.06	President	9
6.07	Vice-President	9
6.08	Secretary	9
6.09	Treasurer	9
ARTICLE 7: ASSESSMENTS		10
7.01	Annual and Special Assessments	10
7.02	Allocation and Payment of Assessments	10
7.03	Insurance Premiums	11
7.04	Collection of Assessments	11
7.05	Certification of Assessments	11
7.06	No Exemptions	11
7.07	Other Warranties	11
ARTICLE 8: ENFORCEMENT ACTIONS		11
ARTICLE 9: INSURANCE		12
9.01	Insurance Coverage	12
9.02	Amounts of Coverage; Deductible	12
9.03	Limits of Coverage	13
9.04	Premiums	13
9.05	Proceeds of Insurance	13
9.06	Authority	13
ARTICLE 10: RECONSTRUCTION OR REPAIR		14
10.01	Vote of Member	14
10.02	Plan for Reconstruction	14
10.03	Repair of Units	14
10.04	Costs of Repair	14
10.05	Eminent Domain	15

ARTICLE 11: MORTGAGES	15
11.01 Notification of Association	15
11.02 Notification of Mortgagees	15
ARTICLE 12: COMPLIANCE	16
12.01 Acceptance of Governing Rules	16
12.02 Amendment of the Bylaws	16
ARTICLE 13: ADDITIONS AND ALTERATIONS BY THE ASSOCIATION.....	16
ARTICLE 14: COMPLIANCE AND DEFAULT	17
14.01 Default	17
14.02 Costs	17
14.03 No Waiver	17
14.04 Rights Cumulative	17
14.05 Interest	17
14.06 Abating and Enjoining Violations by Unit Owners	18
14.07 Legal Proceedings	18
14.08 Charges	18
14.09 Other Remedies	18
14.10 Lien for Assessments	18
14.11 Supplemental Enforcement of Lien.....	19
ARTICLE 15: SEVERABILITY	19
ARTICLE 16: MISCELLANEOUS PROVISIONS	20
16.01 Reserves	20
16.02 Checks	20
16.03 Fiscal Year	20
16.04 Seal	20
16.05 Table of Contents; Headings	20

Exhibits

- Exhibit A - Maintenance Responsibilities Chart
- Exhibit B - Certificate for Resale

**BYLAWS
OF
PARKWAY MEDICAL TOWER CONDOMINIUM
UNIT OWNERS ASSOCIATION**

**ARTICLE 1
GENERAL PROVISIONS**

Section 1.01. Name. These Bylaws provide for the governance of the Condominium by the Unit Owners Association pursuant to the requirements of Article 3 of the Condominium Act. The name of the Unit Owners Association is the name of the Condominium followed by the words "Unit Owners Association."

Section 1.02. Office. The office of the Condominium, the Unit Owners Association and the Board of Directors shall be located at the Property or at such other place as may be designated from time to time by the Board of Directors.

Section 1.03 Definitions. The words defined in the Virginia Condominium Act. Sections 55-79.39 *et seq.*, as amended (hereinafter referred to as the "Act"), and the Declaration shall have the same meaning in these Bylaws.

Section 1.04 Use of Technology. Due to the ongoing development of new technologies and corresponding changes in business practices, to the extent permitted by law now or in the future: (1) any notice required to be sent or received; (2) any signature, vote, consent or approval required to be obtained; or (3) any payment required to be made, under the Condominium Instruments may be accomplished using the most advanced technology available at that time if such use is a generally accepted business practice.

**ARTICLE 2
ADMINISTRATION OF THE CONDOMINIUM**

2.01. Administration. The Association shall be responsible for the management, maintenance, operation and administration of the Condominium in accordance with the Act, the Declaration, these Bylaws and duly adopted Rules and Regulations of the Association and the use and other restrictions applicable to the Condominium and the units therein created pursuant to (i) the Ground Lease between Reston Hospital LLC and Medical Office Buildings of Reston, LLC dated March 3, 2003, a memorandum of which is recorded among the land records of Fairfax County, Virginia in Deed Book 14058 at Page 769; and (ii) the Declaration of Covenants, Restrictions and Easements dated March 3, 2003, and recorded among the land records of Fairfax County, Virginia in Deed Book 14058 at Page 699; and, (iii) any and all other recorded restrictions pertaining to the land upon which the Condominium is constructed (each of (i), (ii) and (iii), collectively the "Restrictions"). Unit Owners and all persons using, entering upon or acquiring any interest in any Units, the Common Elements and the Limited Common Elements shall be subject to the provisions of these documents.

2.02. Independent Management. The Association may provide for independent management of the Condominium.

2.03. Books of Account. The Association shall keep detailed books of account showing all expenditures and receipts, in chronological order, of the administration of the Condominium which shall specify the expenses of maintenance and repair of the Common Elements and any other expenses incurred by or on behalf of the Association and the Unit Owners. Such books and the vouchers accrediting the entries shall be kept in accordance with generally accepted accounting practices (provided, however, that the Association may elect to report on the cash basis of accounting), shall be open for inspection by the Unit Owners and any Mortgagee of any Unit during convenient hours on working days that shall be set and announced for general knowledge.

2.04. Association Expenses and Receipts. All expenditures lawfully made or incurred by or on behalf of the Association and all money and other property received by the Association shall be so paid, incurred and received by the Association on behalf of the Unit Owners (hereinafter referred to as "Common Expenses" and "Common Receipts"). The Association shall use reasonable efforts to purchase goods and services on behalf of the Unit Owners on competitive, commercially reasonable terms. Common Expenses shall include but not be limited to, the costs of purchasing utilities for the Condominium, including the cost attributable to the operation of the central heating and cooling system and excluding those specially billed to Unit Owners with respect to their Units, and all costs incurred pursuant to the Restrictions or in the satisfaction of any liability arising in connection with the maintenance, operation or use of the Condominium, including any cost incurred pursuant to a service contract covering the Limited Common Elements that is not by its nature susceptible of allocation to a specific Unit or Units.

2.05. Limited Common Expenses. All expenses paid and incurred by the Association for the maintenance, repair or replacement of the Limited Common Elements that are not considered Common Expenses within the meaning of Section 2.04 and those expenses incurred by the Association and benefiting only an individual Unit Owner shall be deemed an expense of the Unit Owner to whose Unit the affected Limited Common Element is appurtenant or to which such service was provided (hereinafter referred to as "Limited Common Expenses").

2.06. Maintenance Responsibilities. Notwithstanding the ownership of the various portions of the common elements and the units by virtue of the boundary descriptions set forth in the Declaration, specific maintenance responsibilities and the costs attributable thereto shall, to the extent set forth thereon, be determined pursuant to the Chart of Maintenance Responsibilities attached as Exhibit A to these Bylaws.

ARTICLE 3
MEETINGS OF MEMBERS

3.01. Place of Meetings. Meetings of the members of the Association may be held at Reston Hospital Center, 1850 Town Center Drive, Reston, Virginia or at such other suitable place convenient to the Unit Owners as may be designated by the Board of Directors.

3.02. Annual Meeting. The annual meetings of the members of the Association shall be held each year on weekdays (other than legal holidays) at least forty-five days before the beginning of each fiscal year, unless notice of an alternate date or time is delivered in accordance with Section 3.04 below.

3.03. Special Meeting. Special meetings of the members for any purpose or purposes, may be called by the president, the Board of Directors, or by members having not less than ten (10%) percent of the total voting interest. Business transacted at all special meetings shall be limited to the subjects stated in the notice of such meeting.

3.04. Notice of Meeting. The Secretary shall notify each Unit Owner of each annual or regularly scheduled meeting of the Unit Owners at least twenty-one days but not more than thirty days, and of each special meeting of the Unit Owners not less than seven but not more than thirty days prior to such meeting stating the time place and purpose thereof. The notice of any special meeting shall state the time, place and purpose thereof. Notice shall be by United States Mail, postage prepaid, return receipt requested, and posting in a conspicuous place within the Condominium.

3.05. Quorum. The presence in person or by proxy of more than fifty percent (50%) of the total voting interest shall constitute a quorum at all meetings of the members for the transaction of business. If, however a quorum shall not be present, the members entitled to vote, present in person or by proxy, may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted at which might have been transacted at the meeting as originally notified.

3.06. Majority Vote; Withdrawal of Quorum. When a quorum is present at any meeting, the vote of the holders of more than fifty percent (50%) of the total voting interest entitled to be cast of members qualified to vote and present in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which by express provision of the Act, these Bylaws, or the Declaration, a different vote is required, in which case such express provision shall govern and control the decision of such question.

3.07. Method of Voting; Proxies. The vote of each member may only be cast by such member or by a proxy given by such member to his duly authorized representative bearing a date not more than ninety (90) days prior to such meeting and not dated after the date of the last meeting of members. Such proxy shall be in a form consistent with the requirements of Section 55-79.77 D of the Act. It shall be filed with the secretary of the Association prior to or at the time of the meeting, shall be effective only for the meeting for which such proxy was originally

given and lawfully adjourned meetings thereof, and shall be effective for a period no longer than ninety (90) days and the date of the first meeting for which it was given. If title to a Unit shall be in the name of two or more persons as Unit Owners, all of such persons shall be members of the Association and are referred to herein as "Joint Unit Owners." Any one of such Joint Unit Owners may vote at any meeting of the members of the Association and such vote shall be binding upon such other Joint Unit Owners who are present at such meeting unless protest is made and who are not present at such meeting until written notice to the contrary has been received by the person presiding over the meeting in which case the unanimous vote of all such Joint Unit Owners (in person or by proxy) shall be required to cast their vote as members. If two or more such Joint Unit Owners are present at any meeting, their unanimous action shall also be required to cast their vote as members of the Association.

ARTICLE 4 DIRECTORS

4.01. Management. The business and affairs of the Association shall be managed under the direction of its Board of Directors who may exercise all such powers of the Association and do all such lawful acts and things as are not by statute, these Bylaws, or the Declaration directed or required to be exercised or done by the members.

4.02. Number; Qualifications; Election; Term of Office.

(a) The Board of Directors shall consist of three Directors, none of whom need to be members of the Association or residents of the Commonwealth of Virginia.

(b) During the Declarant Control Period (as defined in the Declaration), the Declarant shall be entitled to designate directors not elected pursuant to subsection (c) of this section. The terms of office of such appointed directors shall be as determined by the Declarant.

(c) No later than the first annual meeting of the Unit Owners Association following "termination" of the Declarant Control Period, the Board of Directors shall be composed of three persons elected by the Unit Owners. The terms of office of at least two directors shall expire at the third annual meeting at which the directors are elected; the term of office of the remaining director shall expire at the second annual meeting following the annual meeting at which the director is elected. Thereafter, the terms of office for each director shall be three years. Directors shall serve without compensation.

4.03. Place of Meetings. The Directors of the Association may hold their meetings, both regular and special, within or without the Commonwealth of Virginia.

4.04. Organization Meetings. The annual organization meeting of the Board shall be held without further notice immediately following the annual meeting of members of the Association, and at the same place, unless changed by unanimous consent of the Directors then elected and serving.

4.05. Regular Meetings. Regular meetings of the Board of Directors may be held without notice at such time and place as shall from time to time be determined by the Board.

4.06. Special Meetings. Special meetings of the Board of Directors may be called by the president on three days notice to each Director, either personally or by mail or by electronic means. Special meetings shall be called by the president or secretary in like manner and on like notice on the written request of two Directors. No business shall be transacted at a special meeting except as stated in the notice.

4.07. Quorum. At all meetings of the Board of Directors the presence of a majority of the Directors shall be necessary and sufficient to constitute a quorum for the transaction of business; and the act of a majority of the Directors, when present at any meeting at which there is a quorum, shall be the act of the Board of Directors. If a quorum is not present at any meeting of Directors, the Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.

4.08 Executive Session. All meetings of the Board of Directors shall be open to Unit Owners as observers, except that the President or presiding officer may call the Board into executive session on sensitive matters such as personnel, litigation strategy or hearings for violations of the Condominium Instruments as provided in Section 55-79.75 of the Act. Any final action taken by the Board in executive session shall be recorded in the minutes.

4.09 Action Without Meeting. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the Directors shall individually or collectively consent in writing to such action. Any such written consent shall be filed with the minutes of the proceeding of the Board of Directors.

4.10. Other Committees. Other committees not having and exercising the authority of the Board of Directors in the management of the affairs of the Association may be designated and appointed by a resolution adopted by a majority of the whole Board. Membership on such committees may, but need not, be limited to Directors or members of the Association.

4.11. Procedure. All committees shall keep regular minutes of their proceedings and shall report the same to the Board when required.

4.12. Management Agent. The Board of Directors may employ for the Association a management agent at a compensation established by the Board of Directors, and such management agent shall perform such duties and services with respect to the Condominium as the Board of Directors shall authorize, and the Board of Directors may delegate to such management agent all of its duties and powers with respect to management, repair and maintenance of the Condominium except: (i) the election of officers; (ii) the establishment of a budget; (iii) the establishment of annual and special assessments; and (iv) the determination of whether the Association should lease or purchase a Unit in accordance with Article V of the Declaration.

4.13. Powers and Duties. The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Unit Owners Association and may do all such acts and things as are not by the Condominium Act or the Condominium Instruments required to be exercised and done by the Association. The Board of Directors shall delegate to one of its members or to a person employed for such purpose the authority to act on behalf of the Board on such matters relating to the duties of the managing agent (as defined in Section 3.2) if any, which may arise between meetings of the Board as the Board deems appropriate. In addition to the duties imposed by these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board shall on behalf of the Association.

(a) Prepare and adopt an annual budget, in which there shall be expressed the assessments of each Unit Owner for the common expenses.

(b) Make assessments against Unit Owners to defray the costs and expenses of the Condominium, establish the means and methods of collecting such assessments from the Unit Owners and establish the period of the installment payment of the annual assessment for common expenses.

(c) Provide for the operation, care, upkeep and maintenance of all of the Property and services of the Condominium.

(d) Designate, hire and dismiss the personnel necessary for the maintenance, operation, repair and replacement of the common elements and provide services for the Property and, where appropriate, provide for the compensation of such personnel and for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties, which supplies and equipment shall be deemed part of the Property.

(e) Collect the assessments against the Unit Owners, deposit the proceeds thereof in bank depositories designated by the Board of Directors and use the proceeds to carry out the administration of the Property.

(f) Adopt and amend any Rules and Regulations; provided, however, that such Rules and Regulations shall not be in conflict with the Condominium Act, the Condominium Instruments, or the Restrictions.

(g) Open bank accounts on behalf of the Association and designate the signatories thereon.

(h) Make, or contract for the making of, repairs, additions and improvements to or alterations and restoration of the Property, in accordance with these Bylaws, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

(i) Enforce by legal means the provisions of the Declaration, these Bylaws and the Rules and Regulations, act on behalf of the Unit Owners with respect to all matters arising out of any eminent domain proceeding, and notify the Unit Owners of any litigation

against the Association involving a claim in excess of ten percent of the amount of the annual budget.

(j) Obtain and carry insurance against casualties and liabilities, as provided in Article 6, pay the premiums therefor and adjust and settle any claims thereunder.

(k) Pay the cost of all authorized services rendered to the Association and not billed to Unit Owners of individual units.

(l) In accordance with section 55-79.74:1 of the Condominium Act, keep books with detailed accounts in chronological order of the receipts and expenditures affecting the Property, and the administration of the Condominium, specifying the expenses of maintenance and repair of the Common Elements and any other expenses incurred. Such books and vouchers accrediting the entries therein shall be available for examination by the Unit Owners, their attorneys, accountants, Mortgagees and authorized agents during general business hours on business days at the times and in the manner set and announced by the Board of Directors for the general knowledge of the Unit Owners. All books and records shall be kept in accordance with generally accepted accounting practices.

(m) Notify a Mortgagee of any default hereunder by the Unit Owner of the unit subject to such Mortgage, if such default continues for more than sixty days.

(n) Borrow money on behalf of the Condominium when required in connection with any one instance relating to the operation, care, upkeep and maintenance of the common elements; provided, however, that (except during the Declarant Control Period) either a majority vote, as defined in Section 3.06 of these Bylaws, obtained at a meeting duly called and held for such purpose in accordance with the provisions of these Bylaws or the written approval of Unit Owners of units to which more than fifty percent of the votes in the Association appertain, shall be required to borrow any sum in excess of ten percent of the total annual assessment for common expenses for that fiscal year. If any sum borrowed by the Board of Directors on behalf of the Condominium pursuant to the authority contained in this subsection (n) is not repaid by the Association, a Unit Owner who pays to the creditor a percentage of the total amount then due equal to such Unit Owner's Common Element Interest in the Condominium shall be entitled to obtain from the creditor a release of any judgment or other lien which such creditor shall have filed or shall have the right to file against such Unit Owner's condominium unit, and the Association shall not be entitled to assess the unit for payment of the remaining amount due such creditor.

(o) Acquire, hold and dispose of condominium units and mortgage the same without the prior approval of the Association if such expenditures and hypothecations are included in the budget adopted by the Association.

(p) In its sole discretion, from time to time, designate certain Common Elements as Reserved Common Elements and impose such restrictions and conditions on the use thereof as the Board of Directors deems appropriate.

(q) Grant and accept easements and licenses through or over the common elements in accordance with section 55-79.80 B of the Condominium Act.

(r) Upon receipt of such payment as may be established by the Board of Directors in compliance with section 55-79.97 of the Condominium Act, furnish the statement required by sections 55-79.97, 55-79.84 H and 55-79.85 of the Condominium Act applicable to non-residential condominiums within ten days after the receipt of a written request therefor from any Unit Owner, substantially in the form set forth on Exhibit B to these Bylaws and designated "Certificate for Resale."

(s) Act on behalf of the Association with respect to rights and obligations arising out of the Restrictions.

(t) Establish design and maintenance standards consistent with the Restrictions.

(u) Establish occupancy and use standards, restrictions and determine when such standards and restrictions may be varied or modified; subject, however, to the provisions of the Restrictions.

(v) Subject to the Restrictions, do such other things and acts not inconsistent with the Condominium Act or the Condominium Instruments which the Board of Directors may be authorized to do by a resolution of the Association.

ARTICLE 5 NOTICES

5.01. Method. Whenever notice is required to be given to any Director or member, and no provision is made as to how such notice shall be given, it shall not be construed to be limited to personal notice, but any such notice may also be given in writing, by mail, postage prepaid, addressed to such Director or member at such address as appears on the records of the Association.

5.02. Waiver. Whenever any notice is required to be given to any member or Director of the Association, a waiver thereof in writing signed by the person or persons entitled to such notice and delivered to the Secretary for inclusion in the minutes or for filing with the Association's records, whether before or after the time stated in such notice, shall be deemed equivalent to the giving of such notice.

ARTICLE 6 OFFICERS

6.01. Number; Titles. The officers of the Association shall be elected by the Directors from among the members of the Board of Directors and shall be a president, a vice-president, a secretary and a treasurer. Any two or more offices may be held by the same person.

6.02. Election. The Board of Directors, at its first meeting after each annual meeting of members, shall choose a president, a vice-president, a secretary and a treasurer, all of whom shall be members of the Board.

6.03. Other Officers. The Board of Directors may appoint such other officers and agents as it shall deem necessary, and such officers and agents shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

6.04. Salaries. The salaries, if any, of all officers of the Association, except members of the Board of Directors who shall serve without compensation, shall be fixed by the Board of Directors.

6.05. Term of Office. Each officer of the Association shall hold office until his successor is chosen and qualified in his stead or until his death or until his resignation or removal from office. Any officer or agent elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the whole Board of Directors, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. If the office of any officer became vacant for any reason, the vacancy may be filled by the Board of Directors.

6.06. President. The president shall be the chief executive officer of the Association; he shall preside at all meetings of the members and the Board of Directors, shall have general and active management of the affairs of the Association, shall see that all orders and resolutions of the Board are carried into effect and shall perform such other duties as the Board of Directors shall prescribe.

6.07. Vice-President. In the absence of the president, the vice-president shall preside at all meetings of the members and the Board of Directors. In addition, the vice-president shall have such additional duties as are prescribed by the Board of Directors.

6.08. Secretary. The secretary shall attend all sessions of the Board of Directors and all meetings of the members and record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for any committees when required. He shall give, or cause to be given, notice of all meetings of the members and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or president, under whose supervision he shall be.

6.09. Treasurer. The treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements of the Association and shall deposit all moneys and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. He shall disburse the funds of the Association as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the president and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as treasurer and of the financial condition of the Association, and shall perform such other duties as the Board of Directors may prescribe. If required by the Board of Directors, he shall give the

Association a bond in such form, in such sum (not less than \$10,000), and with such surety or sureties as shall be satisfactory to the Board for the faithful performance of the duties of his office and for the restoration to the Association, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Association.

ARTICLE 7 ASSESSMENTS

7.01. Annual and Special Assessments.

(a) The Directors shall establish an annual budget in advance for each fiscal year of the Association of all Common Expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium, including a reasonable allowance for contingencies and reserves. The assessment of each Unit Owner for a pro rata share of the Common Expenses less his pro rata share of Common Profits for such year shall be established by the adoption of such annual budget by the Directors. Copies of such budget shall be delivered to such Unit Owner, although the delivery of or failure to deliver a copy of the budget to each Unit Owner shall not affect the liability of any Unit Owner for any existing or future assessments. Should the Directors at any time determine, in their sole discretion, that the assessments levied are insufficient to pay such expenses in any fiscal year, the Directors may at any time and from time to time levy such additional assessments as they shall deem necessary for such purpose.

(b) Special assessments, other than those described in subsections (a) and (c) of this paragraph 7.01, shall be made for the purpose of reimbursing the Association for any Limited Common Expenses paid or incurred by the Association.

(c) Special assessments, other than those described in subsections (a) and (b) of this paragraph 7.01, may be made by the Directors at any time and from time to time to meet other requirements of the Association and the Condominium Project including, but not limited to, capital improvements and the purchase or lease of a Unit pursuant to Article V of the Declaration.

7.02. Allocation and Payment of Assessments. All assessments levied against the Unit Owners to cover Common Expenses shall be apportioned among and paid by the Unit Owners in accordance with the Percentage Interest allocated to each Unit in the Declaration. Assessments levied against a Unit Owner to cover Limited Common Expenses shall be due and payable upon notice by the Association to the affected Unit Owner. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on the due date for such payment, and shall bear interest at the rate of eighteen percent (18%) per annum or the maximum rate allowable by law, whichever is less, commencing from and after such assessment is thirty (30) days past due until paid in full. Each Unit Owner (whether one or more persons) shall be and remain personally liable for the payment of all assessments which may be levied against such Unit Owner by the Association in accordance with these Bylaws, and any

unpaid assessments with accrued interest thereon owed with respect to a Unit shall be a lien upon such Unit in accordance with these Bylaws and Section 55-79.84 of the Act.

7.03. Insurance Premiums. Each Unit Owner shall pay to the Association, together with and as part of his assessment, his proportionate share of the premiums on all insurance policies carried by the Association.

7.04. Collection of Assessments. The Association may, in addition to its rights under the Declaration or Section 55-79.84 of the Act, enforce collection of delinquent assessments by suit at law for a money judgment, and the expenses incurred in collecting unpaid assessments including interest as set forth in paragraph 7.03 above, costs and attorneys' fees, shall be chargeable to the Unit Owner in default. Assessments in default together with interest thereon and all costs of collection shall constitute a lien upon the Unit of the defaulting Unit Owner, and such lien may be enforced in the manner set forth in Section 55-79.84 of the Act. Such lien shall be subordinate to (i) real estate tax liens on the Unit and (ii) sums unpaid on any first mortgages or first deeds of trust recorded prior to the perfection of said lien and securing institutional lenders. The Association may also discontinue the furnishing of Utilities or other services to a Unit Owner in default of his obligations to the Association or other Unit Owners as set forth herein upon thirty (30) days written notice to such Unit Owner and to any Mortgagee of such Unit Owner's Unit of its intent to do so. A Unit Owner in default of his obligations to the Association or other Unit Owners as set forth herein shall not be entitled to vote at any meeting of the Association so long as such default is in existence.

7.05. Certification of Assessments. Upon written request by any Unit Owner or prospective purchaser or Mortgagee of a Unit, the Association shall certify by statement in recordable form to such person within ten business days whether any assessments have been made as to such Unit that remain unpaid and the amount thereof.

7.06. No Exemptions. No Unit Owner may exempt himself from liability for his contribution toward the expenses of the Association and the Condominium by waiver of the use or enjoyment of any of the Common Elements and Limited Common Elements or by the abandonment of his Unit.

7.07. Other Warranties. Unless specifically provided otherwise, all liabilities of the Association shall be borne by the Unit Owners in accordance with their respective Percentage Interests.

ARTICLE 8 ENFORCEMENT ACTIONS

The Association or any Unit Owner shall have the right to prosecute any proceedings at law or in equity against any person or persons violating any of the provisions of the Declaration, the Restrictions or these Bylaws and to obtain relief by way of injunction, money damages, or both. In the event that any provision of these Bylaws shall be held invalid by judgment or court order, it shall not be deemed to affect any of the other provisions herein, which shall continue and remain in full force and effect. In the event that any provision hereof shall be declared void

by a court of competent jurisdiction by reason of the period of time for which the same shall be effective, then the term of such provision shall be reduced to the maximum period of time allowed by the laws of the Commonwealth of Virginia.

ARTICLE 9 INSURANCE

9.01. Insurance Coverage. The Association shall carry a master policy of fire and extended coverage, vandalism, malicious mischief and liability insurance, workmen's compensation insurance (if applicable), and such other insurance as the Directors may determine (hereinafter referred to as the "Master Policy"), with respect to the Condominium and the Association's administration thereof in accordance with the following provisions:

9.02. Amounts of Coverage; Deductible. The Master Policy shall be purchased by the Association for the benefit of the Association, the Unit Owners and their Mortgagees and the Manager hired under Section 2.02 hereof (the "Manager"), as their interests may appear (subject to these Bylaws, the Declaration and the Act), and provision shall be made for the issuance of appropriate mortgage endorsements to the Mortgagees of the Unit Owners. Liability coverage shall be in such amounts as shall from time to time be determined by the Directors, but in no case less than \$500,000 in respect to damages to property in any one occurrence, \$1,000,000 in respect of personal injury to or death of anyone person in any one occurrence, and \$2,000,000 in respect of personal injury to or death of more than one person in any one occurrence. The foregoing policies of insurance may be subject to such reasonable deductibles as the Association deems proper, but not to exceed \$5,000.00. The Unit Owners shall obtain insurance coverage at their own expense upon their personal property and, in addition, shall obtain comprehensive personal liability insurance covering liability for damage to person or property of others located within such Unit Owner's Unit or in another Unit, it being understood that the Master Policy shall insure against liability (in at least the amounts set forth above) for damage in or upon the Common Elements and Limited Common Elements resulting from the negligence of the insured Unit Owner. The foregoing minimum dollar coverage limits and deductibles shall be adjusted on each five (5) year anniversary of the date hereof, to the extent practicable, to become such sum of money as is the equivalent to the purchasing power of such dollar limits during the year immediately preceding the date hereof. The purchasing power shall be measured by the mean average of the index numbers of the "U.S. Department of Labor Consumer Price Index - All Urban Consumers, (1982-84 = 100)" as prepared by the Bureau of Labor Statistics of the United States Department of Labor (hereinafter referred to as the "CPI-U") for the months of June, July and August immediately preceding each date of adjustment. In the event the CPI-U is discontinued, the parties shall accept comparable statistics on the purchasing power of the consumer's dollar as published at the time of such discontinuation by a responsible periodical of recognized authority to be chosen by the parties. Notwithstanding the foregoing, it is understood that the minimum dollar coverage limits and deductibles shall never be less than those specified in this subparagraph. All property and liability insurance carried by a Unit Owner or the Association shall contain waivers of subrogation as to any other insured, including the Manager, and waivers of any defense based upon co-insurance or invalidity arising from any acts of the insured, and shall provide that such policies may not be cancelled or substantially modified without thirty (30) days prior written notice thereof to each of the insureds, including all

Mortgagees of Units. The Association shall use its best efforts to cause the liability insurance carried by the Association to contain appropriate provisions to cover liability of each of the Unit Owners, individually and as a group, to another Unit Owner.

9.03. Limits of Coverage. Improvements, personal property and other Common Elements and Limited Common Elements, and such portion of the Units which constitute the original construction and equipping of the Unit by the Declarant and any substitutions thereof of like size and quality, but excluding all improvements and additions to Units made by Unit Owners other than Declarant, shall be insured against fire and other perils covered by a standard extended coverage endorsements, in an amount equal to the full replacement cost thereof, on not less than an eighty percent (80%) coinsurance basis, with waiver of depreciation and waiver of subrogation endorsements as to any other insured as appropriate or necessary.

9.04. Premiums. All premiums upon insurance purchased by the Association pursuant to these Bylaws shall be included in the Association's budget in accordance with paragraph 7.01(a) hereof, except that the amount of increase of such premiums occasioned by the misuse or abandonment of a Unit or the Common Elements and Limited Common Elements by a Unit Owner shall be assessed against such Unit Owner.

9.05. Proceeds of Insurance. Proceeds of all insurance policies owned by the Association shall be received by the Association as Common Receipts, held in a separate account and distributed to Unit Owners and their Mortgagees (subject to the provisions of these Bylaws, the Declaration, and the Act) as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article 10 of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction under the Declaration and these Bylaws shall be applied to such repair or reconstruction.

9.06. Authority. Each Unit Owner, by ownership of a Unit, shall be deemed to appoint the Association as his true and lawful attorney-in-fact in connection with all matters concerning the maintenance of the Master Policy. Without limiting the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit the premiums therefore, to collect proceeds thereof, and to distribute the same to the Association, the Unit Owners and their respective Mortgagees (subject to the provisions of these Bylaws, the Declaration and the Act) as their interests may appear, to execute releases of liability and to execute all documents and to do all things on behalf of such Unit Owner and the Association as shall be necessary or convenient to the accomplishment of the foregoing; and any insurer may deal exclusively with the Association in regard to such matters. The Association shall not be responsible for procurement or maintenance of any insurance covering the contents of any Unit Owner nor the liability of any Unit Owner for occurrences within such Units not caused by or connected with the Association's operation, maintenance or use of the Condominium.

**ARTICLE 10
RECONSTRUCTION OR REPAIR**

10.01. Vote of Member. If not more than two-thirds (2/3) of the Condominium shall be damaged by fire or any other casualty, then the Condominium Project shall be rebuilt or repaired. If such damage shall constitute greater than two-thirds (2/3) of the replacement cost of the Condominium, then reconstruction shall not be compulsory without the unanimous consent of all of the Unit Owners. The determination of the percentage of destruction of the Condominium shall be by a vote of the members.

10.02. Plan for Reconstruction. Any reconstruction or repair of the Condominium or any Unit located therein shall be substantially in accordance with the Declaration and the original plans and specifications for the Condominium unless the Unit Owners shall unanimously decide otherwise.

10.03. Repair of Units. Each Unit Owner shall be responsible for the reconstruction, repair or replacement of the contents of his Unit, including but not limited to the lighting fixtures, plumbing fixtures from the connection to the main service line, ceiling tiles and supports, wall surfaces, floor surfaces, electrical outlets and wiring from the individual meters serving the Unit, telephone conduits, cabinets and all hardware associated with the foregoing, and all doors located within the walls of the Unit together with all associated hardware. Each Unit Owner shall also be responsible for the costs, not otherwise covered by insurance carried by the Association, of any reconstruction, repair or replacement of any portion of the Condominium necessitated by his negligence or misuse or the negligence or misuse by his guests, agents, employees or contractors. In the event damage to all or any part of the interior of a Unit Owner's Unit is covered by insurance held by the Association for the benefit of such Unit Owner, then such Unit Owner shall begin reconstruction or repair of such damage upon receipt, of the insurance proceeds or all or any portion thereof from the Association, subject to the rights of the Association to supervise, approve or disapprove such reconstruction or repair during the course thereof. In the event damage to all or any part of the interior of a Unit Owner's Unit is not covered by insurance held by the Association for the benefit of such Unit Owner, then such Unit Owner shall begin reconstruction or repair of his Unit within sixty (60) days after the date of such damage, subject to the right of the Association to supervise, approve or disapprove such reconstruction or repair during the course thereof.

10.04. Costs of Repair. As soon as possible after the occurrence of a casualty which causes damage to any part of the Condominium for which the Association has insurance coverage (hereinafter referred to as the "Casualty"), the Association shall obtain reliable and detailed cost estimates of the following:

(a) The cost of restoring all damage caused by the Casualty to the Common Elements and Limited Common Elements (hereinafter referred to as the "Common Element Costs"); and

(b) The cost of restoring that part of the damage caused by the Casualty to each Unit which is or would be covered by insurance held by the Association without regard to the policy limits of such insurance (hereinafter referred to as the "Unit Costs").

All insurance proceeds available to the Association with respect to the Casualty shall first be applied to the payment of the actual Common Element Costs and the balance thereof, if any, shall thereafter be applied to the payment of the actual Unit Costs. However, if such insurance proceeds are not sufficient to cover such estimated costs, then an assessment shall be made against the Unit Owner by the Association in the following manner:

(i) All Unit Owners shall be assessed on the basis of their Percentage Interest in the Condominium for the payment of the estimated Common Element Costs not otherwise paid for by insurance held by the Association.

(ii) Each Unit Owner of the damaged Unit shall be assessed an amount equal to the difference between his estimated Unit Costs and a sum calculated by multiplying the amount, if any, of the remaining insurance proceeds held by the Association with respect to the Casualty by a fraction, the numerator of which is his estimated Unit Costs and the denominator of which is the total of all of the estimated Unit Costs.

10.05. Eminent Domain. In the event of any taking of any Unit in the Condominium Project by eminent domain, the rights and responsibilities of the Unit Owners and such Mortgagees as are involved shall be determined in accordance with Section 55-79.44 of the Act.

ARTICLE 11 MORTGAGES

11.01. Notification of Association. Any Unit Owner who mortgages his Unit shall notify the Association of the name and address of the Mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units." The Association shall report to such Mortgagee any unpaid assessments due from the Unit Owner of each Unit at the same time as the Association makes demand on the Unit Owner of the Unit for payment of such assessment.

11.02. Notification of Mortgagee. The Association shall notify each Mortgagee appearing in the book described in paragraph 11.01 herein of the name of each company insuring the Condominium under the Master Policy and the amounts of the coverages thereunder. The obligation of insuring that the Association has the address of each Mortgagee shall be the Mortgagees' obligation. Each such Mortgagee shall also be given notice of any loss to or taking of the Common Elements and Limited Common Elements exceeding Ten Thousand and 00/100 Dollars (\$10,000). Notice of any loss to or taking of a Unit exceeding One Thousand and 00/100 Dollars (\$1,000.00) shall be given to the Mortgagee of such Unit. The foregoing dollar amounts shall be adjusted to become such sum of money as shall then be equivalent to the present purchasing power of such dollar amounts in accordance with the procedure described in Article 9 hereof. Notwithstanding the foregoing, such dollar amounts shall never be less than those specified in this paragraph 11.02.

ARTICLE 12 COMPLIANCE

12.01. Acceptance of Governing Rules. The Association, all present or future Unit Owners, tenants or future tenants, or any other persons using the facilities of the Condominium are subject to and shall comply with the Act, the Declaration, the Restrictions, the Bylaws and Rules and Regulations of the Association, and the acquisition, occupancy or rental of a Unit shall signify that all such documents are accepted and ratified. In the event of a conflict in any of the provisions of any of such documents, the following shall govern or control in the following order of preference: (1) the Act (to the extent mandatory), (2) the Restrictions, (3) the Bylaws, and (4) the Rules and Regulations of the Association. Notwithstanding the foregoing, no person or entity who acquires one or more Units at foreclosure or by deed in lieu of foreclosure, or from a Mortgagee which has acquired one or more Units at foreclosure or by deed in lieu of foreclosure, shall be bound by any provision of the Declaration, these Bylaws, or the Rules and Regulations of the Association that would abrogate or nullify any right that a Mortgagee has under the Restrictions or impose any restriction on a Mortgagee that would be more stringent than those contained in the Restrictions.

12.02. Amendment of the Bylaws. These Bylaws may be amended from time to time. At a meeting of the members of the Association called for such purpose upon the affirmative vote of the members representing Units to which two-thirds (2/3) or more of the total Percentage Interest is attributed. Notwithstanding the foregoing, the Declarant may amend these Bylaws for any reason permitted by the Declaration or the Act. No such modification shall be operative until it is embodied in an instrument duly certified by the Secretary of the Association and recorded as an amendment to the Condominium Instruments in the Clerk's Office, Circuit Court of Fairfax County, Virginia.

ARTICLE 13 ADDITIONS AND ALTERATIONS BY THE ASSOCIATION

Whenever, in the judgment of the Directors, the Common Elements or Limited Common Elements shall require additions, alterations or improvements costing more than Ten Thousand and 00/100 Dollars (\$10,000) which are not to be made at the expense of any individual Unit Owner for the Unit Owners' own benefit, and the making of such additions, alterations or improvements shall have been approved at an annual or special meeting of the Association, the Directors shall proceed to cause such additions, alterations or improvements to be made and shall assess all Unit Owners for the cost thereof as a special assessment. Any additions, alterations or improvements costing Ten Thousand and 00/100 Dollars (\$10,000) or less may be made by the Directors without further approval of the Unit Owners or any Mortgagees of the Units, and the cost thereof may be assessed against the Unit Owners as a special assessment, provided, however, that no more than Twenty Thousand and 00/100 Dollars (\$20,000) shall be expended for any such purposes in anyone year without approval by members representing Units to which seventy five percent (75%) or more of the total Percentage Interest is attributable at a meeting of the Association. The foregoing dollar amounts shall be adjusted to become such sum of money as shall then be equivalent to the present purchasing power of such dollar amounts in accordance

with the procedure described in Article 9 hereof. Notwithstanding the foregoing, such dollar amounts shall never be less than those specified in this Article 13.

ARTICLE 14 COMPLIANCE AND DEFAULT

14.01. Default. Failure of any Unit Owner to comply with any of the terms of the Act, the Declaration, the Restrictions, these Bylaws or duly adopted Rules and Regulations of the Association shall constitute an event of default and shall be grounds for relief.

14.02 Additional Liability. Each Unit Owner shall be liable to the Association or to any affected Unit Owner for the expense of all maintenance, repair or replacement rendered necessary by such Unit Owner's act, neglect or carelessness or the act, neglect or carelessness of any member of such Unit Owner's company or such Unit Owner's guests, invitees, tenants, agents or employees, but only to the extent that such expense is not covered by the proceeds of insurance carried by the Board of Directors. Such liability shall include any increase in casualty insurance rates occasioned by use, misuse, occupancy or abandonment of any Unit or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by any insurance company of its rights of subrogation. Any costs, including without limitation legal fees, incurred as a result of a failure to comply with the Act, the Condominium Instruments and the Rules and Regulations by any Unit Owner (or any member of such Unit Owner's company or such Unit Owner's guests, invitees, tenants, agents or employees) may be assessed against such Unit Owner's Unit.

14.03. Costs and Attorney's Fees. In any proceedings arising out of any alleged default by a Unit Owner, the prevailing party shall be entitled to recover the costs of such proceeding and such reasonable attorney's fees as may be determined by the court.

14.04 No Waiver of Rights. The failure of the Unit Owners Association, the Board of Directors or of a Unit Owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Instruments or the Act shall not constitute a waiver of the right of the Association, the Board or the Unit Owner to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Association, the Board of Directors or any Unit Owner pursuant to any term, provision, covenant or condition of the Condominium Instruments or the Act shall be deemed to be cumulative and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other privileges as may be granted to such party by the Condominium Instruments or the Act or at law or in equity.

14.05. Interest. In the event of a default by any Unit Owner in paying any sum assessed against the Unit other than for common expenses which continues for a period in excess of fifteen days, interest from the due date at a rate not to exceed the lower of the maximum permissible interest rate which may be charged by a Mortgagee under a Mortgage at such time or eighteen percent per annum may be imposed in the discretion of the Board of Directors on the principal amount unpaid from the date due until paid.

14.06. Abating and Enjoining Violations by Unit Owners. The violation of any of the Rules and Regulations adopted by the Board of Directors, the breach of any provision of the Condominium Instruments or the Act shall give the Board of Directors the right, in addition to any other rights set forth in these Bylaws: (i) to enter the Unit in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Directors shall not thereby be deemed guilty in any manner of trespass; (ii) to use self-help to remove or cure any violation of the Condominium Instruments or the Rules and Regulations on the Common Elements (including without limitation the towing of vehicles) or in any Unit; or (iii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach: provided, however, that before any construction may be altered or demolished (except in emergencies) judicial proceedings shall be instituted.

14.07. Legal Proceedings. Failure to comply with any of the terms of the Condominium Instruments and the Rules and Regulations shall be grounds for relief, including without limitation, an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of all assessments, any other relief provided for in these Bylaws or any combination thereof and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Association, the Board of Directors, the managing agent or, if appropriate, by any aggrieved Unit Owner and shall not constitute an election of remedies.

14.08. Charges. In accordance with section 55-79.80 B of the Act, the Board of Directors may levy reasonable charges against Unit Owners for violations of the Act, the Condominium Instruments or the Rules and Regulations by the Unit Owner, the members of such Unit Owner's company, or such Unit Owner's guests, invitees, tenants, agents or employees. No charge may be levied for a single violation in an amount more than the maximum amount permitted by section 55-79.80 B of the Act. Each day a violation continues, after notice is given to the Unit Owner, is a separate violation. If a Unit Owner requests in writing a hearing before the charge is imposed, the imposition of the charge shall be suspended until the hearing is held. Charges are special assessments and shall be collectible as such.

14.09. Other Remedies. The Board of Directors may suspend or revoke a Unit Owner's privileges for a reasonable period not to exceed the duration of the default or violation if payment of the assessment on the Unit is delinquent more than thirty days or for any other violation of the Condominium Instruments or the Rules and Regulations.

14.10. Lien for Assessments.

(a) Lien. The total annual assessment of each Unit Owner for common expenses or any special assessment, or any other sum duly levied (including without limitation charges, interest, late charges, etc.), made pursuant to these Bylaws, is hereby declared to be a lien levied against the Unit of such Unit Owner as provided in section 55-79.84 of the Act, which lien shall, with respect to annual assessments, be effective on the first day of each fiscal year of the Condominium and, as to special assessments and other sums duly levied, on the first day of

the next month which begins more than seven days after delivery to the Unit Owner of notice of such special assessment or levy. The Board of Directors or the managing agent may file or record such other or further notice of any such lien, or such other or further document, as may be required to confirm the establishment and priority of such lien.

(b) Acceleration. In any case where an assessment against a Unit Owner is payable in installments, upon a default by such Unit Owner in the timely payment of any two consecutive installments, the maturity of the remaining total of the unpaid installments of such assessments may be accelerated, at the option of the Board of Directors, and the entire balance of the annual assessment may be declared due and payable in full by the service of notice to such effect upon the defaulting Unit Owner and such Unit Owner's Mortgagee by the Board of Directors or the managing agent. Upon notice, Unit Owner's Mortgagee may pay the delinquency and the assessment account shall be considered current.

(c) Enforcement. The lien for assessments may be enforced and foreclosed in any manner permitted by the laws of the Commonwealth of Virginia, by power of sale (pursuant to section 55-79.84 of the Condominium Act and Section 9.3 or action in the name of the Board of Directors, or the managing agent, acting on behalf of the Unit Owners Association. During the pendency of such suit the Unit Owner shall be required to pay a reasonable rental for the Unit for any period prior to sale pursuant to any judgment or order of any court having jurisdiction over such sale. The plaintiff in such proceeding shall have the right to the appointment of a receiver, if available under the laws of the Commonwealth of Virginia.

(d) Remedies Cumulative. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing or waiving the lien securing the same, and a foreclosure may be maintained notwithstanding the pendency of any suit to recover a money judgment.

14.11. Supplemental Enforcement of the Lien. In addition to the proceedings at law or in equity or the enforcement of the lien established by the Condominium Instruments or the Act, all of the Unit Owners may be required by the Declarant or the Board of Directors to execute bonds conditioned upon the faithful performance and payment of the installments of the lien established thereby and may likewise be required to secure the payment of such obligations by recording a declaration of trust in the land records where the Condominium Instruments are recorded granting unto one or more trustees appropriate powers to the end that, upon default in the performance of such bond such declaration of trust may be foreclosed by such trustees acting at the direction of the Board of Directors. If any such bonds have been executed and such declaration of trust is recorded, then any subsequent purchaser of a unit shall take title subject to such declaration of trust and shall assume the obligations provided for therein.

ARTICLE 15 SEVERABILITY

In the event that any of the term, provisions or covenants of these Bylaws are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other term, provisions or

covenants hereof or the remaining portions of any term, provisions or covenants held to be partially invalid or unenforceable.

ARTICLE 16 MISCELLANEOUS PROVISIONS

16.01. Reserves. There may be created by resolution of the Board of Directors such reserve or reserves as the Directors from time to time, in their discretion, think proper to provide for contingencies, or to repair or maintain any portion of the Condominium Project, or for such other purposes as the Directors shall think beneficial to the Association, and the Directors may modify or abolish any such reserve in the manner in which it was created.

16.02. Checks. All checks or demands for money and notes of the Association shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

16.03. Fiscal Year. The fiscal year of the Association shall be fixed by resolution of the Board of Directors.

16.04. Seal. The corporate seal, if any, shall be in such form as may be determined by the Board of Directors. Said seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

16.05. Table of Contents; Headings. The table of contents and headings used in these Bylaws have been inserted for administrative convenience only and do not constitute matter to be construed in interpretation.

#182660v7

PARKWAY MEDICAL TOWER CONDOMINIUM
CERTIFICATE FOR RESALE

TO: _____

FROM: Parkway Medical Tower Condominium
Unit Owners Association

RE: Condominium Unit No. _____
Parkway Medical Tower Condominium
Reston, Virginia

Pursuant to section 55-79.97 of the Virginia Condominium Act, as amended, we hereby certify that as of the date hereof, except as herein stated:

A. The status of assessments with respect to the condominium unit is as follows:

Current assessment due	_____	\$ _____
	<i>Due Date</i>	
Assessment in arrears	_____	\$ _____
	<i>Periods Covered</i>	
Other fees or charges due	_____	\$ _____
	<i>Description</i>	
Fees or charges in arrears	_____	\$ _____
	<i>Description</i>	
TOTAL DUE		\$ _____

Assessments, fees and charges
For the current fiscal year
not yet due \$ _____

The Association levies annual assessments, payable in equal monthly installments, to pay common expenses. Special assessments may also be levied for the same purpose. A fee of up to _____ Dollars is currently charged by the Association for the preparation of a Certificate for Resale (such as this one). A late charge of _____ Dollars is currently applied to any assessment or installment thereof not paid within ten days after the date it becomes due. There are no other fees or charges imposed by the Association except:

[Fill in if applicable.]

B. The condominium instruments do not create any rights of first refusal or other restraints on free alienability of any of the condominium units, except the rights of first refusal in favor of Reston Hospital Center, LLC created under that certain Declaration of Covenants, Restrictions, and Easements of Parkway Medical Tower Medical Office Building Development dated as of February 7, 2003 and rights of first refusal in favor of the Declarant under the declaration establishing the condominium.

C. The following, if any, is a list of expenditures approved by the Unit Owners Association which will require an assessment in addition to the regular assessment in the current year or the immediately succeeding fiscal year:

D. As of the date of this certificate, there is no other entity or facility to which the unit owner may be liable for fees or other charges except:

[Fill in if applicable.]

E. As of the date of this certificate, there is an outstanding balance in the reserve for replacement fund (reserve account) of approximately \$ _____. Of that balance, the following amounts, if any, have been designated by the Board of Directors for the following specific projects:

[Fill in if applicable.]

F. Attached to this certificate is a copy of the statement of financial condition (balance sheet), an income and expense statement (if any), and the current operating budget of the Unit Owners Association for the year ended _____, 20__, the most recent fiscal year for which such statement is available.

G. There are no unsatisfied judgments against the Unit Owners Association nor any pending suits in which the Unit Owners Association is a party which either could or would have a material impact on the Unit Owners Association, its members or which relates to the unit being purchased, except as follows:

[Fill in status and nature if applicable.]

H. The Unit Owners Association holds hazard, property damage and liability insurance policies covering the common elements and the units as required by the Bylaws. It is suggested that each unit owner obtain insurance covering property damage to betterments and improvements installed in the unit and personal property contained therein (not covered by the Unit Owners Association policy) as well as insurance covering personal liability. You are urged to consult with your insurance agent.

I. The Unit Owners Association has no knowledge of whether improvements or alterations made to the condominium unit or the limited common elements assigned thereto are in violation of the condominium instruments except as follows:

[Fill in if applicable.]

J. There is a leasehold estate affecting the Condominium. The Condominium is located on land subject to a ground lease by and between Reston Hospital Center, LLC and landlord and the Declarant as tenant, dated February 13, 2003, a memorandum of which was recorded March 3, 2003, among the land records of Fairfax County, Virginia in Deed Book 14058 at Page 769.

K. Attached to this certificate is a copy of the Bylaws and Rules and Regulations of the Condominium including all amendments.

L. The Condominium is not subject to the Virginia Property Owners' Association Act (Section 55-508 et. seq., Chapter 26 of the Code of Virginia, as amended). However, the Condominium is subject to the Declaration of Covenants, Restrictions and Easements made by Reston Hospital Center, LLC, dated February 7, 2003, and recorded on March 3, 2003, among the land records of Fairfax County, Virginia in Deed Book 14058 at Page 699.

The information contained in this Certificate for Resale, issued pursuant to Sections 55-79.97, 55-79.84 H and 55-79.85 of the Condominium Act, as amended, based on the best knowledge and belief of the Unit Owners Association, is current as of the date hereof.

The name and address of the President of the Unit Owners Association is:

The Unit Owners Association may charge a fee for the preparation of this Certificate for Resale as allowed by law.

Dated _____, 20__

PARKWAY MEDICAL TOWER CONDOMINIUM
UNIT OWNERS ASSOCIATION

By: _____
Officer

I hereby acknowledge that I received this Certificate for Resale on _____,
20__.

Unit Owner

I hereby acknowledge that I have received and read the information contained in this Certificate for Resale on _____, 20__.

Purchaser

Purchaser

**Exhibit C
to the Declaration**

**PARKWAY MEDICAL TOWERS
COMMON ELEMENT INTEREST TABLE**

<u>Unit Number</u>	<u>Size (approximate gross sq. ft. per unit)</u>	<u>Common Element Interest Per Unit</u>
110	3439	3.02237
120	2782 - leased	2.44496
130	2899	2.54779
140	2708	2.37993
150	2902	2.55043
160/170	3273	2.87648
180	2825	2.48275
210	1624	1.42725
220	2554	2.24459
230	3208	2.81935
240	1809	1.58984
250	2135	1.87634
260	1872	1.64521
270	2739	2.40717
280	1122	0.98607
460	6614 leased	5.81272
 <u>Convertible Spaces</u>		
G-100	19,448 0 - leased ^{50%} _{cr.}	17.09188
G-200	3,578 •	3.14453
225	3,508 •	3.08300
255	1,998 •	1.75594
300	23,726 •	20.85161
400	17,022 •	14.95979
TOTAL	113,785 sq. ft.	100.00000%

The street address of all units in each building are the same. The street address is the unit number followed by the street name: 1850 Town Center Parkway, Reston, Virginia.

NOTES TO COMMON ELEMENT INTEREST TABLE

1. The identifying number for each condominium unit consists of the unit number as set forth above on this Exhibit C. The identifying number is a sufficient legal description of the condominium unit for all purposes when set forth together with the name of the Condominium, the name of the jurisdiction in which the Condominium is situated and the deed book and page number where the first page of the Declaration is recorded.
2. Size (approximate gross square feet per unit) is given in square feet for each unit and is measured to the exterior surface of each wall which is a vertical boundary of the unit. The measurements are approximate and, therefore, the square footages may vary slightly in any individual unit.
3. Common Element Interest per unit has been determined by taking the ratio of the size of each unit (or convertible space) (in square feet as determined in the manner prescribed in the Declaration) to the total square footage of all units in the Condominium. The listed square footage for each unit (or convertible space) is based upon dimensions which are approximate and the calculation of Common Element Interest has been rounded. The Common Element Interest shown for each unit (or convertible space) is subject to change in the following circumstances:
 - A. If the Declarant or the Board of Directors at the request of any unit owner changes the Common Element Interest allocated to a unit pursuant to the procedures set forth in section 55-79.69 or 55-79.70 of the Condominium Act as permitted by the Bylaws of the Condominium.
 - B. If the Declarant exercises its right to convert convertible space into units and common elements, the Common Element Interest of such a convertible space will be allocated to the units created therefrom on the basis of the proportion which the size of each such unit bears to the total size of all units created from that convertible space.
4. The Common Element Interest also is the percentage appurtenant to each unit for votes and common expense liability.

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